

SH19

Statement of capital



Companies House

100039 HD

A fee is payable with this form
Please see 'How to pay' on the last page

☒ **What this form is for**

You may use this form as a statement of capital for a private limited company reducing its capital supported by a solvency statement, or for a private or public limited company reducing its capital supported by a court order

☐ **What this form is NOT for**

You cannot use this form to complete a statement of capital for a company re-registering unlimited to limited



A27

A597ELSJ

15/06/2016

#283

COMPANIES HOUSE

1 Company details

Company number 8 8 5 2 5 0 3

Company name in full Fuel 3D Technologies Limited

→ **Filling in this form**

Please complete in typescript or in bold black capitals

All fields are mandatory unless specified or indicated by *

Statement of capital

Section 2 (also Section 3 and Section 4 if appropriate) should reflect the company's share capital as reduced by the resolution

2 Statement of capital (Share capital in pound sterling (£))

Please complete the table below to show any class of shares held in pound sterling

If all your issued capital is in sterling, only complete Section 2 and then go to Section 5

Class of shares (E g Ordinary/Preference etc)	Amount paid up on each share ①	Amount (if any) unpaid on each share ①	Number of shares ②	Aggregate nominal value ③
X Preferred	£0 001	0	591,104	£ 591 10
Y Preferred	£0 001	0	355,545	£ 355 55
Z Preferred	£0 001	0	190,771	£ 190 77
Ordinary	£0 0001	0	2,000,000	£ 200 00
Totals			Please see cont	£ sheet

3 Statement of capital (Share capital in other currencies)

Please complete the table below to show any class of shares held in other currencies

Please complete a separate table for each currency

Currency	Class of shares (E g Ordinary / Preference etc)	Amount paid up on each share ①	Amount (if any) unpaid on each share ①	Number of shares ②	Aggregate nominal value ③
Totals					

① Including both the nominal value and any share premium

③ Number of shares issued multiplied by nominal value of each share

② Total number of issued shares in this class

Continuation pages

Please use a Statement of Capital continuation page if necessary

Please complete the table below to show any class of shares held in other currencies
Please complete a separate table for each currency

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<p>① Including both the nominal value and any share premium</p> <p>② Total number of issued shares in this class</p>	<p>③ Number of shares issued multiplied by nominal value of each share</p>
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Statement of capital

Currency				
Class of shares (E g Ordinary/Preference etc)	Amount paid up on each share ❶	Amount (if any) unpaid on each share ❶	Number of shares ❷	Aggregate nominal value ❸
Totals				

❶ Including both the nominal value and any share premium
❷ Total number of issued shares in this class
❸ Number of shares issued multiplied by nominal value of each share

Continuation pages
Please use a Statement of Capital continuation page if necessary

4 Statement of capital (Totals)	
	Please give the total number of shares and total aggregate nominal value of issued share capital
Total number of shares	
Total aggregate ❹ nominal value	

❹ **Total aggregate nominal value**
Please list total aggregate values in different currencies separately
For example £100 + 100 + \$10 etc

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 statement of capital share tables in Section 2 and Section 3
Class of share	X Preferred, Y Preferred and Z Preferred
Prescribed particulars ❺	Please see continuation sheet (attached for each class)
Class of share	Ordinary
Prescribed particulars ❺	Please see continuation sheet

❺ **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 and any terms or conditions relating to redemption of these shares

A separate table must be used for each class of share

Please use a Statement of capital continuation page if necessary


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Class of share		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 and any terms or conditions relating to redemption of these shares A separate table must be used for each class of share Please use a Statement of capital continuation page if necessary
Prescribed particulars ①		
Class of share		
Prescribed particulars ①		

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Signature

I am signing this form on behalf of the company		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
Signature	Signature 	
This form may be signed by Director②, Secretary, Person authorised③, CIC manager		

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Statement of capital

5	Statement of capital (Prescribed particulars of rights attached to shares)	
Class of share	X Preferred	
Prescribed particulars ①	<p><u>Voting rights</u></p> <p>1 Each Preferred Share will entitle its holder to receive notice of and attend any general meeting of the Company and to receive a copy of a proposed written resolution but, subject to paragraph 2 below, will not entitle the holder to vote upon or agree to any resolution other than</p> <p>(a) a resolution for winding up the Company or reducing its share capital, or</p> <p>(b) a resolution directly or adversely varying or abrogating any of the special rights attached to the Preferred Shares, or</p> <p>(c) only at the time where a Preferred Shareholder Voting Condition applies, in relation to any matters affecting any distribution to Shareholders or a return of capital, in addition to the rights set out in paragraph 2</p> <p>2 In circumstances where a Preferred Shareholder Voting Condition applies, and only for so long as such Preferred Shareholder Voting Condition applies, the Preferred Shares shall be entitled to cause the Company to take such steps as are reasonably necessary to pay the balance of any outstanding Preferred Shares Amount by the Preferred Shares having the right to appoint such directors to the board as they (in their discretion) think fit and having in aggregate, such number of votes as is not less than 75% (seventy five per cent) of the aggregate voting rights of the Shares of the Company, such voting rights being held by the Preferred Shareholders pro-rata to their holding of Preferred Shares, with each Preferred Share entitling its holder to</p> <p>(a) receive notice of, attend and vote at any general meeting of the Company, and</p> <p>(b) receive copies of and agree to a proposed written resolution</p> <p>3 Definitions</p> <p>"Preferred Shares" means, together, the X Preferred Shares, the Y Preferred Shares and the Z Preferred Shares and references to a "Preferred Share" will be construed as a reference to any one of them</p> <p>A "Preferred Shareholder Voting Condition" shall be the ongoing situation or circumstance where the Preferred Shares Amount is due but has not yet been paid after a 60 day period</p> <p>"Preferred Shares Amount" means the amount that is equal to 40% of the Capital Value, but subject always to (i) a cap of £4,000,000 less any Staged Redemption Payments that have been made to the Preferred Shareholders, and (ii) a floor of £2,000,000 less any</p>	

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 and any terms or conditions relating to redemption of these shares

A separate table must be used for each class of share

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Class of share	X Preferred	① Prescribed particulars of rights attached to shares The particulars are <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 and any terms or conditions relating to redemption of these shares. A separate table must be used for each class of share
Prescribed particulars ①	<p>Staged Redemption Payments that have been made</p> <p>"Capital Value" means the amount, that represents</p> <p>(a) in the event of a Listing or a Financing the aggregate market value of all of the Ordinary Shares of the Company allotted or in issue immediately prior to the time of Listing or Financing</p> <p>(i) assuming that there have been exercised in full all rights of any person (whether or not yet exercisable) to call for the allotment or issue of share capital of the Company,</p> <p>(ii) excluding any new shares which are to be or have been newly subscribed in order to raise additional capital as part of the Listing or Financing,</p> <p>determined by reference to the price at which the Shares that are the subject of the Listing 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 and, in the case of a Financing, the average price for which Ordinary Shares are issued and allotted fully paid determined by reference to the aggregate capital raised by the issue of such Ordinary Shares divided by the aggregate number of shares issued in such financing rounds,</p> <p>(b) in the event of a Share Sale, the product of $P \times N - C$ (appropriately adjusted where different prices are to be paid for different classes of share) where (i) P = the aggregate price per share payable at the time of the Share Sale for the shares which are the subject of the Share Sale including the value of any consideration then satisfied otherwise than in cash, (ii) N = the total number of Shares of the Company allotted or in issue at the time of the Share Sale assuming for these purposes that there have been exercised in full all rights of any person (whether or not yet exercisable) to call for the allotment or issue of share capital of the Company and that any conversions of Shares that may be required under paragraph 7 below have not yet taken place, and (iii) C = the aggregate costs and expenses incurred in relation to the Share Sale,</p> <p>(c) in the event of a distribution of assets on a winding up or other return of capital, the value of the assets then to be distributed to the holders of Shares, and</p> <p>(d) in the event of an Asset Sale, the amount of cash and the fair value of any securities or other property received by the Shareholders after the Asset Sale pursuant to a winding up or other return of capital in accordance with paragraph (c) above net of</p>	

5 Statement of capital (Prescribed particulars of rights attached to shares)

Class of share	X Preferred	
<p>Prescribed particulars ①</p>	<p>expenses and liabilities of the Company that the Company would be obliged to provide for on a winding up of the Company, provided that if no winding up, or other distribution of the net proceeds of the Asset Sale has taken place within six months of the Asset Sale, then such net proceeds shall be deemed to be the Capital Value in respect of the Asset Sale</p> <p>"Listing" means the successful application for admission of any of the share capital of the Company to the Official List of the Financial Conduct Authority and to trading on London Stock Exchange plc's market for listed securities, or a successful application for admission to trading of such Shares on any other investment exchange, which has in any such case been approved by the Ordinary Shareholders</p> <p>"Financing" means, after 30 November 2014, an issue or issues of Ordinary Shares for which the aggregate subscriptions received by the Company are in excess of £3,000,000 and which are issued and allotted fully paid at an average amount of not less than the issue price for Ordinary Shares in any Second Financing Round, and</p> <p>"Second Financing Round" means an issue of Ordinary Shares that is made after 31 March 2014 but before 30 November 2014 pursuant to which the Company receives subscriptions that are at least £1,000,000 in aggregate</p> <p>"Share Sale" means the sale of any Ordinary Shares to any person pursuant to a transaction or series of transactions resulting in that person together with any connected persons or person acting in concert (as defined in the City Code on Takeovers and Mergers) holding a Controlling Interest in the Company, and persons who are Shareholders at the date of these Articles shall not be deemed to be acting in concert with each other</p> <p>"Asset Sale" means a sale of all or substantially all of the Company's or its Associated Undertakings' (if any) business associated with the development of 3D imaging technology or any of the assets and undertakings necessary to operate such business that are in one or a series of related transactions</p> <p>"Staged Redemption Payments" means amounts that will fall due to be made to the Preferred Shareholders in the equal payments of £500,000 per annum commencing in the Financial Year that ends on 31 January 2018 and in each Financial Year thereafter provided that no payments will be made in respect of any Financial Year if (a) a Capital Event has occurred and the Preferred Shares Amount has been paid in full, or</p>	<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 and any terms or conditions relating to redemption of these shares. <p>A separate table must be used for each class of share</p>

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5	Statement of capital (Prescribed particulars of rights attached to shares)	
Class of share	X Preferred	<p>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 and any terms or conditions relating to redemption of these shares. <p>A separate table must be used for each class of share</p>
Prescribed particulars	<p>(b) the Company does not have Sufficient Cash Resources, and subject always to a cap of (i) if no capital event has occurred, aggregate Staged Redemption Payments in an amount not exceeding £4,000,000, and (ii) if a Capital Event has occurred which has not satisfied the Preferred Shares Amount in full, aggregate Staged Redemption Payments of no greater than the outstanding Preferred Shares Amount less the aggregate of any payments previously paid in respect of the Preferred Shares</p> <p>"Sufficient Cash Resources" means an amount that shall be determined as meaning that the Company shall have minimum retained reserves of at least £2,000,000 (two million pounds) pre-distribution</p> <p><u>Distribution rights</u></p> <p>4 The holders of X Preferred Shares, the Y Preferred Shares and Z Preferred Shares shall have no entitlement to receive any distribution of profits in respect of their X Preferred Shares, the Y Preferred Shares or Z Preferred Shares other than pursuant to a Capital Event or any Staged Redemption Payment</p> <p><u>Waterfall</u></p> <p>5 On the occurrence of a Capital Event, but subject always to the satisfaction by the Company of any Indemnity Claim that may arise, the Preferred Shareholders will be entitled to be paid, within 30 days of determination, their proportionate share (determined in accordance with the provisions of this paragraph) of any Staged Redemption Payments and/or the Preferred Shares Amount The determination of payments that may fall due to the Preferred Shares set out in this clause (the "Waterfall") will apply to the aggregate of all sums paid or that may fall due to be paid to the holders of the Preferred Shares upon a Capital Event or Staged Redemption Payment(s) in proportion to the relevant number of Preferred Shares held by the Shareholders in respect thereof Monies to be paid to the Preferred Shareholders shall be applied in the following manner and order of priority</p> <p>(a) first, in paying to the holders of the X Preferred Shares the aggregate amount of £591,104 (five hundred and ninety one thousand one hundred and four pounds), to be paid to the X Preferred Shareholders equally and pro rata to the number of X Preferred Shares held by them upon the Capital Event or at the time that any Staged Redemption Payment becomes due to be paid,</p>	

5	Statement of capital (Prescribed particulars of rights attached to shares)	
Class of share	X Preferred	<p>① Prescribed particulars of rights attached to shares</p> <p>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 and any terms or conditions relating to redemption of these shares <p>A separate table must be used for each class of share</p>
Prescribed particulars ①	<p>(b) second in paying to the holders of the Y Preferred Shares the aggregate amount equal to the Y Preferred Share Amount to be paid to the Y Preferred Shareholders equally and pro rata to the number of Y Preferred Shares held by them upon the Capital Event or at the time that any Staged Redemption Payment becomes due to be paid,</p> <p>(c) third, the balance of Preferred Share Amount shall be paid to the holders of the Z Preferred Shares pro rata to the number of Z Preferred Shares respectively held by them,</p> <p>thereafter, all monies are available to the holders of the Ordinary Shares of the Company</p> <p>"Y Preferred Shares Amount" means an amount equal to £355,545 increasing on a running balance basis at a rate of Barclays Base Rate plus 5%, compounding monthly, as from 20 January 2014 and reduced by any payments made to the holders of the Y Preferred Shares</p> <p>6 Following satisfaction in full of any amount due pursuant to the preceding sub-clause of the Waterfall, no further sums shall be or become payable on the relevant class of Preferred Share</p> <p>Conversion to Deferred Shares</p> <p>7 Following the payment of any Preferred Shares Amount or any Staged Redemption Payment to the Preferred Shareholders, such number of that class of Preferred Shares as is equal to the proportion of Preferred Shares of any class that have or would be deemed to have received a return expressed as a proportion of the relevant class of Preferred Shares then in issue shall be converted into Deferred Shares, such conversion taking place automatically and without further resolution of the Board or the Company or any action being required of any of the Shareholders</p> <p>Capital Event</p> <p>8 Upon any Capital Event the Capital Value shall be determined by agreement between the Board and those persons representing a majority of the Preferred Shareholders for the time being who shall, for the purposes of this paragraph, appoint a person to act as the representative of the majority of the Preferred Shareholders (the "Preferred Shareholders' Representative") If the Board and the Preferred Shareholders' Representative, do not agree the Capital Value or if there is an unresolved dispute in relation to the Capital Value (each a "Dispute"), then the Company and the Preferred Shareholders' Representative shall request that the Appraiser deliver its written report as to the Capital Value (the "Appraiser's Report") to the Company and the Preferred Shareholders' Representative within</p>	

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5	Statement of capital (Prescribed particulars of rights attached to shares)	
Class of share	X Preferred	<p>① Prescribed particulars of rights attached to shares</p> <p>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 and any terms or conditions relating to redemption of these shares. <p>A separate table must be used for each class of share</p>
Prescribed particulars ①	<p>10 days from selection of the Appraiser The Appraiser shall be appointed on the basis of Articles 29 10 and 29 11 and be deemed to act as an expert and not as an arbitrator The Appraiser's determination shall be final and binding in the absence of manifest error</p> <p>9 Upon any Capital Event the Capital Value shall be determined by agreement between the Board and those persons representing a majority of the Preferred Shareholders for the time being who shall, for the purposes of this paragraph, appoint a person to act as the representative of the majority of the Preferred Shareholders (the "Preferred Shareholders' Representative") If the Board and the Preferred Shareholders' Representative, do not agree the Capital Value or if there is a unresolved dispute in relation to the Capital Value (each a "Dispute"), then the Company and the Preferred Shareholders' Representative shall request that the Appraiser deliver its written report as to the Capital Value (the "Appraiser's Report") to the Company and the Preferred Shareholders' Representative within 10 days from selection of the Appraiser The Appraiser shall be appointed on the basis of Articles 29 10 and 29 11 and be deemed to act as an expert and not as an arbitrator The Appraiser's determination shall be final and binding in the absence of manifest error</p> <p>10 The terms of engagement of the Appraiser (including without limitation its fees and costs and any limitations on liability, but not the terms of determination of Capital Value, which shall be in accordance with the provisions of these articles) shall be such reasonable commercial terms as shall</p> <p>(a) take into account the relevant provisions of these Articles and the purpose for which the Appraiser is to be appointed, and</p> <p>(b) be agreed between the Appraiser, the Board and the person representing the majority of the Preferred Shares</p> <p>Income</p> <p>11 The Preferred Shareholders and the Deferred Shareholders will not be entitled to receive any dividend</p> <p>Capital</p> <p>12 On a winding up of the Company or on a reduction or return of capital, the assets of the Company remaining after payment of its debts and liabilities and of the costs, charges and expenses of the winding up or reduction or return of capital will be applied in the following manner and order of priority</p>	

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Statement of capital

5	Statement of capital (Prescribed particulars of rights attached to shares)	
Class of share	X Preferred ②	<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 and any terms or conditions relating to redemption of these shares. <p>A separate table must be used for each class of share</p>
Prescribed particulars ①	<p>(a) first, in paying any amount that may be due pursuant to the waterfall set out in paragraph 5 above,</p> <p>(b) second, in paying the sum of £50,000,000 to the Ordinary Shareholders pro-rata to their holding of Ordinary Shares,</p> <p>(c) third, in paying the sum of £1 00 to the Deferred Shareholders pro-rata to their holding of Deferred Shares, and</p> <p>(d) finally, the balance shall be paid to the Ordinary Shareholders pro-rata to their holding of Ordinary Shares</p> <p><u>Redemption</u></p> <p>Redemption of Preferred Shares</p> <p>13 If any Preferred Shares remain in issue at the time that a Listing takes effect, the Company shall redeem all remaining Preferred Shares that are in issue within 60 days of the date of such Listing upon such date as the Directors may determine having regard to receipt by the Company of the proceeds of such Listing (the "Redemption Date")</p> <p>14 On the Redemption Date the relevant Preferred Shareholder shall deliver to the Company at its registered office the certificates for the Preferred Shares held by it or an indemnity in such terms as the directors of the Company may reasonably determine in the event such certificates have been lost, stolen or destroyed and, upon such delivery, the Company shall pay to such holder (or, in the case of joint holders, to the holder whose name stands first in the register of members in respect of such Shares) the of the greater of</p> <ul style="list-style-type: none"> (a) the subscription price, and (b) any amount that may be due and outstanding or may otherwise become due to the respective Preferred Shareholders pursuant to the Waterfall (including any outstanding Preferred Shares Amount, which shall include any accrued and outstanding Y Preferred Shares Amount), <p>in respect of each Preferred Share</p> <p>15 The receipt of the registered holder (or, in the case of joint holders, the holder whose name stands first in the register of members) for the time being of any Preferred Shares being redeemed for the monies payable on redemption of such Shares shall constitute an absolute discharge to the Company in respect thereof</p>	

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Statement of capital

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Prescribed particulars ①	<p>16 Subject to the Act, and provided it is a private company, the Company shall be authorised to make a payment in respect of the redemption or purchase of any of its own Shares otherwise than out of distributable profits of the Company or the proceeds of a fresh issue of Shares</p>	

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Statement of capital

5	Statement of capital (Prescribed particulars of rights attached to shares)	
Class of share	Y Preferred	<p>① Prescribed particulars of rights attached to shares</p> <p>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 and any terms or conditions relating to redemption of these shares <p>A separate table must be used for each class of share</p>
Prescribed particulars ①	<p><u>Voting rights</u></p> <p>1 Each Preferred Share will entitle its holder to receive notice of and attend any general meeting of the Company and to receive a copy of a proposed written resolution but, subject to paragraph 2 below, will not entitle the holder to vote upon or agree to any resolution other than</p> <ul style="list-style-type: none"> (a) a resolution for winding up the Company or reducing its share capital, or (b) a resolution directly or adversely varying or abrogating any of the special rights attached to the Preferred Shares, or (c) only at the time where a Preferred Shareholder Voting Condition applies, in relation to any matters affecting any distribution to Shareholders or a return of capital, in addition to the rights set out in paragraph 2 <p>2 In circumstances where a Preferred Shareholder Voting Condition applies, and only for so long as such Preferred Shareholder Voting Condition applies, the Preferred Shares shall be entitled to cause the Company to take such steps as are reasonably necessary to pay the balance of any outstanding Preferred Shares Amount by the Preferred Shares having the right to appoint such directors to the board as they (in their discretion) think fit and having in aggregate, such number of votes as is not less than 75% (seventy five per cent) of the aggregate voting rights of the Shares of the Company, such voting rights being held by the Preferred Shareholders pro-rata to their holding of Preferred Shares, with each Preferred Share entitling its holder to</p> <ul style="list-style-type: none"> (a) receive notice of, attend and vote at any general meeting of the Company, and (b) receive copies of and agree to a proposed written resolution <p>3 Definitions</p> <p>"Preferred Shares" means, together, the X Preferred Shares, the Y Preferred Shares and the Z Preferred Shares and references to a "Preferred Share" will be construed as a reference to any one of them</p> <p>A "Preferred Shareholder Voting Condition" shall be the ongoing situation or circumstance where the Preferred Shares Amount is due but has not yet been paid after a 60 day period</p> <p>"Preferred Shares Amount" means the amount that is equal to 40% of the Capital Value, but subject always to (i) a cap of £4,000,000 less any Staged Redemption Payments that have been made to the Preferred Shareholders, and (ii) a floor of £2,000,000 less any</p>	

5

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

Class of share	Y Preferred	<p>● Prescribed particulars of rights attached to shares</p> <p>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 and any terms or conditions relating to redemption of these shares <p>A separate table must be used for each class of share</p>
Prescribed particulars ①	<p>Staged Redemption Payments that have been made</p> <p>"Capital Value" means the amount, that represents</p> <ul style="list-style-type: none"> (a) in the event of a Listing or a Financing the aggregate market value of all of the Ordinary Shares of the Company allotted or in issue immediately prior to the time of Listing or Financing (i) assuming that there have been exercised in full all rights of any person (whether or not yet exercisable) to call for the allotment or issue of share capital of the Company, (ii) excluding any new shares which are to be or have been newly subscribed in order to raise additional capital as part of the Listing or Financing, <p>determined by reference to the price at which the Shares that are the subject of the Listing 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 and, in the case of a Financing, the average price for which Ordinary Shares are issued and allotted fully paid determined by reference to the aggregate capital raised by the issue of such Ordinary Shares divided by the aggregate number of shares issued in such financing rounds,</p> <ul style="list-style-type: none"> (b) in the event of a Share Sale, the product of $P \times N - C$ (appropriately adjusted where different prices are to be paid for different classes of share) where (i) P = the aggregate price per share payable at the time of the Share Sale for the shares which are the subject of the Share Sale including the value of any consideration then satisfied otherwise than in cash, (ii) N = the total number of Shares of the Company allotted or in issue at the time of the Share Sale assuming for these purposes that there have been exercised in full all rights of any person (whether or not yet exercisable) to call for the allotment or issue of share capital of the Company and that any conversions of Shares that may be required under paragraph 7 below have not yet taken place, and (iii) C = the aggregate costs and expenses incurred in relation to the Share Sale, (c) in the event of a distribution of assets on a winding up or other return of capital, the value of the assets then to be distributed to the holders of Shares, and (d) in the event of an Asset Sale, the amount of cash and the fair value of any securities or other property received by the Shareholders after the Asset Sale pursuant to a winding up or other return of capital in accordance with paragraph (c) above net of 	

5	Statement of capital (Prescribed particulars of rights attached to shares)	
Class of share	Y Preferred	<p>① Prescribed particulars of rights attached to shares</p> <p>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 and any terms or conditions relating to redemption of these shares <p>A separate table must be used for each class of share</p>
Prescribed particulars ①	<p>expenses and liabilities of the Company that the Company would be obliged to provide for on a winding up of the Company, provided that if no winding up, or other distribution of the net proceeds of the Asset Sale has taken place within six months of the Asset Sale, then such net proceeds shall be deemed to be the Capital Value in respect of the Asset Sale</p> <p>"Listing" means the successful application for admission of any of the share capital of the Company to the Official List of the Financial Conduct Authority and to trading on London Stock Exchange plc's market for listed securities, or a successful application for admission to trading of such Shares on any other investment exchange, which has in any such case been approved by the Ordinary Shareholders</p> <p>"Financing" means, after 30 November 2014, an issue or issues of Ordinary Shares for which the aggregate subscriptions received by the Company are in excess of £3,000,000 and which are issued and allotted fully paid at an average amount of not less than the issue price for Ordinary Shares in any Second Financing Round, and</p> <p>"Second Financing Round" means an issue of Ordinary Shares that is made after 31 March 2014 but before 30 November 2014 pursuant to which the Company receives subscriptions that are at least £1,000,000 in aggregate</p> <p>"Share Sale" means the sale of any Ordinary Shares to any person pursuant to a transaction or series of transactions resulting in that person together with any connected persons or person acting in concert (as defined in the City Code on Takeovers and Mergers) holding a Controlling Interest in the Company, and persons who are Shareholders at the date of these Articles shall not be deemed to be acting in concert with each other</p> <p>"Asset Sale" means a sale of all or substantially all of the Company's or its Associated Undertakings' (if any) business associated with the development of 3D imaging technology or any of the assets and undertakings necessary to operate such business that are in one or a series of related transactions</p> <p>"Staged Redemption Payments" means amounts that will fall due to be made to the Preferred Shareholders in the equal payments of £500,000 per annum commencing in the Financial Year that ends on 31 January 2018 and in each Financial Year thereafter provided that no payments will be made in respect of any Financial Year if (a) a Capital Event has occurred and the Preferred Shares Amount has been paid in full, or</p>	

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Statement of capital

5	Statement of capital (Prescribed particulars of rights attached to shares)	
Class of share	X Preferred	
Prescribed particulars	<p>(b) the Company does not have Sufficient Cash Resources, and subject always to a cap of (i) if no capital event has occurred, aggregate Staged Redemption Payments in an amount not exceeding £4,000,000, and (ii) if a Capital Event has occurred which has not satisfied the Preferred Shares Amount in full, aggregate Staged Redemption Payments of no greater than the outstanding Preferred Shares Amount less the aggregate of any payments previously paid in respect of the Preferred Shares</p> <p>"Sufficient Cash Resources" means an amount that shall be determined as meaning that the Company shall have minimum retained reserves of at least £2,000,000 (two million pounds) pre-distribution</p> <p><u>Distribution rights</u></p> <p>4 The holders of X Preferred Shares, the Y Preferred Shares and Z Preferred Shares shall have no entitlement to receive any distribution of profits in respect of their X Preferred Shares, the Y Preferred Shares or Z Preferred Shares other than pursuant to a Capital Event or any Staged Redemption Payment</p> <p><u>Waterfall</u></p> <p>5 On the occurrence of a Capital Event, but subject always to the satisfaction by the Company of any Indemnity Claim that may arise, the Preferred Shareholders will be entitled to be paid, within 30 days of determination, their proportionate share (determined in accordance with the provisions of this paragraph) of any Staged Redemption Payments and/or the Preferred Shares Amount The determination of payments that may fall due to the Preferred Shares set out in this clause (the "Waterfall") will apply to the aggregate of all sums paid or that may fall due to be paid to the holders of the Preferred Shares upon a Capital Event or Staged Redemption Payment(s) in proportion to the relevant number of Preferred Shares held by the Shareholders in respect thereof Monies to be paid to the Preferred Shareholders shall be applied in the following manner and order of priority</p> <p>(a) first, in paying to the holders of the X Preferred Shares the aggregate amount of £591,104 (five hundred and ninety one thousand one hundred and four pounds), to be paid to the X Preferred Shareholders equally and pro rata to the number of X Preferred Shares held by them upon the Capital Event or at the time that any Staged Redemption Payment becomes due to be paid,</p>	<p>1 Prescribed particulars of rights attached to shares</p> <p>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 and any terms or conditions relating to redemption of these shares <p>A separate table must be used for each class of share</p>

5	Statement of capital (Prescribed particulars of rights attached to shares)	
Class of share	Y Preferred	<p>● Prescribed particulars of rights attached to shares</p> <p>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 and any terms or conditions relating to redemption of these shares <p>A separate table must be used for each class of share</p>
Prescribed particulars ●	<p>(b) second in paying to the holders of the Y Preferred Shares the aggregate amount equal to the Y Preferred Share Amount to be paid to the Y Preferred Shareholders equally and pro rata to the number of Y Preferred Shares held by them upon the Capital Event or at the time that any Staged Redemption Payment becomes due to be paid, (c) third, the balance of Preferred Share Amount shall be paid to the holders of the Z Preferred Shares pro rata to the number of Z Preferred Shares respectively held by them, thereafter, all monies are available to the holders of the Ordinary Shares of the Company</p> <p>“Y Preferred Shares Amount” means an amount equal to £355,545 increasing on a running balance basis at a rate of Barclays Base Rate plus 5%, compounding monthly, as from 20 January 2014 and reduced by any payments made to the holders of the Y Preferred Shares</p> <p>6 Following satisfaction in full of any amount due pursuant to the preceding sub-clause of the Waterfall, no further sums shall be or become payable on the relevant class of Preferred Share</p> <p>Conversion to Deferred Shares</p> <p>7 Following the payment of any Preferred Shares Amount or any Staged Redemption Payment to the Preferred Shareholders, such number of that class of Preferred Shares as is equal to the proportion of Preferred Shares of any class that have or would be deemed to have received a return expressed as a proportion of the relevant class of Preferred Shares then in issue shall be converted into Deferred Shares, such conversion taking place automatically and without further resolution of the Board or the Company or any action being required of any of the Shareholders</p> <p>Capital Event</p> <p>8 Upon any Capital Event the Capital Value shall be determined by agreement between the Board and those persons representing a majority of the Preferred Shareholders for the time being who shall, for the purposes of this paragraph, appoint a person to act as the representative of the majority of the Preferred Shareholders (the “Preferred Shareholders’ Representative”) If the Board and the Preferred Shareholders’ Representative, do not agree the Capital Value or if there is a unresolved dispute in relation to the Capital Value (each a “Dispute”), then the Company and the Preferred Shareholders’ Representative shall request that the Appraiser deliver its written report as to the Capital Value (the “Appraiser’s Report”) to the Company and the Preferred Shareholders’ Representative within</p>	

5 Statement of capital (Prescribed particulars of rights attached to shares)

Class of share	Y Preferred	
Prescribed particulars 1	<p>10 days from selection of the Appraiser The Appraiser shall be appointed on the basis of Articles 29 10 and 29 11 and be deemed to act as an expert and not as an arbitrator The Appraiser's determination shall be final and binding in the absence of manifest error</p> <p>9 Upon any Capital Event the Capital Value shall be determined by agreement between the Board and those persons representing a majority of the Preferred Shareholders for the time being who shall, for the purposes of this paragraph, appoint a person to act as the representative of the majority of the Preferred Shareholders (the "Preferred Shareholders' Representative") If the Board and the Preferred Shareholders' Representative, do not agree the Capital Value or if there is a unresolved dispute in relation to the Capital Value (each a "Dispute"), then the Company and the Preferred Shareholders' Representative shall request that the Appraiser deliver its written report as to the Capital Value (the "Appraiser's Report") to the Company and the Preferred Shareholders' Representative within 10 days from selection of the Appraiser The Appraiser shall be appointed on the basis of Articles 29 10 and 29 11 and be deemed to act as an expert and not as an arbitrator The Appraiser's determination shall be final and binding in the absence of manifest error</p> <p>10 The terms of engagement of the Appraiser (including without limitation its fees and costs and any limitations on liability, but not the terms of determination of Capital Value, which shall be in accordance with the provisions of these articles) shall be such reasonable commercial terms as shall</p> <p>(a) take into account the relevant provisions of these Articles and the purpose for which the Appraiser is to be appointed, and</p> <p>(b) be agreed between the Appraiser, the Board and the person representing the majority of the Preferred Shares</p> <p>Income</p> <p>11 The Preferred Shareholders and the Deferred Shareholders will not be entitled to receive any dividend</p> <p>Capital</p> <p>12 On a winding up of the Company or on a reduction or return of capital, the assets of the Company remaining after payment of its debts and liabilities and of the costs, charges and expenses of the winding up or reduction or return of capital will be applied in the following manner and order of priority</p>	<p>1 Prescribed particulars of rights attached to shares</p> <p>The particulars are</p> <p>a particulars of any voting rights, including rights that arise only in certain circumstances,</p> <p>b particulars of any rights, as respects dividends, to participate in a distribution,</p> <p>c particulars of any rights, as respects capital, to participate in a distribution (including on winding up), and</p> <p>d whether the shares are to be redeemed or are liable to be redeemed at the option of the company or the shareholder and any terms or conditions relating to redemption of these shares</p> <p>A separate table must be used for each class of share</p>

5 Statement of capital (Prescribed particulars of rights attached to shares)		
Class of share	Y Preferred	
Prescribed particulars ①	<p>first, in paying any amount that may be due pursuant to the waterfall set out in paragraph 5 above,</p> <p>(b) second, in paying the sum of £50,000,000 to the Ordinary Shareholders pro-rata to their holding of Ordinary Shares,</p> <p>(c) third, in paying the sum of £1 00 to the Deferred Shareholders pro-rata to their holding of Deferred Shares, and</p> <p>(d) finally, the balance shall be paid to the Ordinary Shareholders pro-rata to their holding of Ordinary Shares</p> <p><u>Redemption</u></p> <p>Redemption of Preferred Shares</p> <p>13 If any Preferred Shares remain in issue at the time that a Listing takes effect, the Company shall redeem all remaining Preferred Shares that are in issue within 60 days of the date of such Listing upon such date as the Directors may determine having regard to receipt by the Company of the proceeds of such Listing (the "Redemption Date")</p> <p>14 On the Redemption Date the relevant Preferred Shareholder shall deliver to the Company at its registered office the certificates for the Preferred Shares held by it or an indemnity in such terms as the directors of the Company may reasonably determine in the event such certificates have been lost, stolen or destroyed and, upon such delivery, the Company shall pay to such holder (or, in the case of joint holders, to the holder whose name stands first in the register of members in respect of such Shares) the of the greater of</p> <p>(a) the subscription price, and</p> <p>(b) any amount that may be due and outstanding or may otherwise become due to the respective Preferred Shareholders pursuant to the Waterfall (including any outstanding Preferred Shares Amount, which shall include any accrued and outstanding Y Preferred Shares Amount),</p> <p>in respect of each Preferred Share</p> <p>15 The receipt of the registered holder (or, in the case of joint holders, the holder whose name stands first in the register of members) for the time being of any Preferred Shares being redeemed for the monies payable on redemption of such Shares shall constitute an absolute discharge to the Company in respect thereof</p>	<p>① Prescribed particulars of rights attached to shares</p> <p>The particulars are</p> <p>a particulars of any voting rights, including rights that arise only in certain circumstances,</p> <p>b particulars of any rights, as respects dividends, to participate in a distribution,</p> <p>c particulars of any rights, as respects capital, to participate in a distribution (including on winding up), and</p> <p>d whether the shares are to be redeemed or are liable to be redeemed at the option of the company or the shareholder and any terms or conditions relating to redemption of these shares</p> <p>A separate table must be used for each class of share</p>

5 Statement of capital (Prescribed particulars of rights attached to shares)

Class of share	Y Preferred	
<p>Prescribed particulars 1</p>	<p>16 Subject to the Act, and provided it is a private company, the Company shall be authorised to make a payment in respect of the redemption or purchase of any of its own Shares otherwise than out of distributable profits of the Company or the proceeds of a fresh issue of Shares</p>	<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 and any terms or conditions relating to redemption of these shares <p>A separate table must be used for each class of share</p>

5	Statement of capital (Prescribed particulars of rights attached to shares)	
Class of share	Z Preferred	
Prescribed particulars 1	<p><u>Voting rights</u></p> <p>1 Each Preferred Share will entitle its holder to receive notice of and attend any general meeting of the Company and to receive a copy of a proposed written resolution but, subject to paragraph 2 below, will not entitle the holder to vote upon or agree to any resolution other than</p> <p>(a) a resolution for winding up the Company or reducing its share capital, or</p> <p>(b) a resolution directly or adversely varying or abrogating any of the special rights attached to the Preferred Shares, or</p> <p>(c) only at the time where a Preferred Shareholder Voting Condition applies, in relation to any matters affecting any distribution to Shareholders or a return of capital, in addition to the rights set out in paragraph 2</p> <p>2 In circumstances where a Preferred Shareholder Voting Condition applies, and only for so long as such Preferred Shareholder Voting Condition applies, the Preferred Shares shall be entitled to cause the Company to take such steps as are reasonably necessary to pay the balance of any outstanding Preferred Shares Amount by the Preferred Shares having the right to appoint such directors to the board as they (in their discretion) think fit and having in aggregate, such number of votes as is not less than 75% (seventy five per cent) of the aggregate voting rights of the Shares of the Company, such voting rights being held by the Preferred Shareholders pro-rata to their holding of Preferred Shares, with each Preferred Share entitling its holder to</p> <p>(a) receive notice of, attend and vote at any general meeting of the Company, and</p> <p>(b) receive copies of and agree to a proposed written resolution</p> <p>3 Definitions</p> <p>"Preferred Shares" means, together, the X Preferred Shares, the Y Preferred Shares and the Z Preferred Shares and references to a "Preferred Share" will be construed as a reference to any one of them</p> <p>A "Preferred Shareholder Voting Condition" shall be the ongoing situation or circumstance where the Preferred Shares Amount is due but has not yet been paid after a 60 day period</p> <p>"Preferred Shares Amount" means the amount that is equal to 40% of the Capital Value, but subject always to (i) a cap of £4,000,000 less any Staged Redemption Payments that have been made to the Preferred Shareholders, and (ii) a floor of £2,000,000 less any</p>	<p>1 Prescribed particulars of rights attached to shares</p> <p>The particulars are</p> <p>a particulars of any voting rights, including rights that arise only in certain circumstances,</p> <p>b particulars of any rights, as respects dividends, to participate in a distribution,</p> <p>c particulars of any rights, as respects capital, to participate in a distribution (including on winding up), and</p> <p>d whether the shares are to be redeemed or are liable to be redeemed at the option of the company or the shareholder and any terms or conditions relating to redemption of these shares</p> <p>A separate table must be used for each class of share</p>

5 Statement of capital (Prescribed particulars of rights attached to shares)

Class of share	Z Preferred	
Prescribed particulars ①	<p>Staged Redemption Payments that have been made</p> <p>"Capital Value" means the amount, that represents</p> <p>(a) in the event of a Listing or a Financing the aggregate market value of all of the Ordinary Shares of the Company allotted or in issue immediately prior to the time of Listing or Financing</p> <p>(i) assuming that there have been exercised in full all rights of any person (whether or not yet exercisable) to call for the allotment or issue of share capital of the Company,</p> <p>(ii) excluding any new shares which are to be or have been newly subscribed in order to raise additional capital as part of the Listing or Financing,</p> <p>determined by reference to the price at which the Shares that are the subject of the Listing 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 and, in the case of a Financing, the average price for which Ordinary Shares are issued and allotted fully paid determined by reference to the aggregate capital raised by the issue of such Ordinary Shares divided by the aggregate number of shares issued in such financing rounds,</p> <p>(b) in the event of a Share Sale, the product of $P \times N - C$ (appropriately adjusted where different prices are to be paid for different classes of share) where (i) P = the aggregate price per share payable at the time of the Share Sale for the shares which are the subject of the Share Sale including the value of any consideration then satisfied otherwise than in cash, (ii) N = the total number of Shares of the Company allotted or in issue at the time of the Share Sale assuming for these purposes that there have been exercised in full all rights of any person (whether or not yet exercisable) to call for the allotment or issue of share capital of the Company and that any conversions of Shares that may be required under paragraph 7 below have not yet taken place, and (iii) C = the aggregate costs and expenses incurred in relation to the Share Sale,</p> <p>(c) in the event of a distribution of assets on a winding up or other return of capital, the value of the assets then to be distributed to the holders of Shares, and</p> <p>(d) in the event of an Asset Sale, the amount of cash and the fair value of any securities or other property received by the Shareholders after the Asset Sale pursuant to a winding up or other return of capital in accordance with paragraph (c) above net of</p>	<p>① Prescribed particulars of rights attached to shares</p> <p>The particulars are</p> <p>a particulars of any voting rights, including rights that arise only in certain circumstances,</p> <p>b particulars of any rights, as respects dividends, to participate in a distribution,</p> <p>c particulars of any rights, as respects capital, to participate in a distribution (including on winding up), and</p> <p>d whether the shares are to be redeemed or are liable to be redeemed at the option of the company or the shareholder and any terms or conditions relating to redemption of these shares</p> <p>A separate table must be used for each class of share</p>

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Statement of capital

5 Statement of capital (Prescribed particulars of rights attached to shares)

Class of share	Z Preferred	
Prescribed particulars ①	<p>expenses and liabilities of the Company that the Company would be obliged to provide for on a winding up of the Company, provided that if no winding up, or other distribution of the net proceeds of the Asset Sale has taken place within six months of the Asset Sale, then such net proceeds shall be deemed to be the Capital Value in respect of the Asset Sale</p> <p>"Listing" means the successful application for admission of any of the share capital of the Company to the Official List of the Financial Conduct Authority and to trading on London Stock Exchange plc's market for listed securities, or a successful application for admission to trading of such Shares on any other investment exchange, which has in any such case been approved by the Ordinary Shareholders</p> <p>"Financing" means, after 30 November 2014, an issue or issues of Ordinary Shares for which the aggregate subscriptions received by the Company are in excess of £3,000,000 and which are issued and allotted fully paid at an average amount of not less than the issue price for Ordinary Shares in any Second Financing Round, and</p> <p>"Second Financing Round" means an issue of Ordinary Shares that is made after 31 March 2014 but before 30 November 2014 pursuant to which the Company receives subscriptions that are at least £1,000,000 in aggregate</p> <p>"Share Sale" means the sale of any Ordinary Shares to any person pursuant to a transaction or series of transactions resulting in that person together with any connected persons or person acting in concert (as defined in the City Code on Takeovers and Mergers) holding a Controlling Interest in the Company, and persons who are Shareholders at the date of these Articles shall not be deemed to be acting in concert with each other</p> <p>"Asset Sale" means a sale of all or substantially all of the Company's or its Associated Undertakings' (if any) business associated with the development of 3D imaging technology or any of the assets and undertakings necessary to operate such business that are in one or a series of related transactions</p> <p>"Staged Redemption Payments" means amounts that will fall due to be made to the Preferred Shareholders in the equal payments of £500,000 per annum commencing in the Financial Year that ends on 31 January 2018 and in each Financial Year thereafter provided that no payments will be made in respect of any Financial Year if (a) a Capital Event has occurred and the Preferred Shares Amount has been paid in full, or</p>	<p>① Prescribed particulars of rights attached to shares</p> <p>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 and any terms or conditions relating to redemption of these shares <p>A separate table must be used for each class of share</p>

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Statement of capital

5	Statement of capital (Prescribed particulars of rights attached to shares)	
Class of share	Z Preferred	
<p>Prescribed particulars</p> <p>1</p>	<p>(b) the Company does not have Sufficient Cash Resources, and subject always to a cap of (i) if no capital event has occurred, aggregate Staged Redemption Payments in an amount not exceeding £4,000,000, and (ii) if a Capital Event has occurred which has not satisfied the Preferred Shares Amount in full, aggregate Staged Redemption Payments of no greater than the outstanding Preferred Shares Amount less the aggregate of any payments previously paid in respect of the Preferred Shares</p> <p>"Sufficient Cash Resources" means an amount that shall be determined as meaning that the Company shall have minimum retained reserves of at least £2,000,000 (two million pounds) pre-distribution</p> <p><u>Distribution rights</u></p> <p>4 The holders of X Preferred Shares, the Y Preferred Shares and Z Preferred Shares shall have no entitlement to receive any distribution of profits in respect of their X Preferred Shares, the Y Preferred Shares or Z Preferred Shares other than pursuant to a Capital Event or any Staged Redemption Payment</p> <p><u>Waterfall</u></p> <p>5 On the occurrence of a Capital Event, but subject always to the satisfaction by the Company of any Indemnity Claim that may arise, the Preferred Shareholders will be entitled to be paid, within 30 days of determination, their proportionate share (determined in accordance with the provisions of this paragraph) of any Staged Redemption Payments and/or the Preferred Shares Amount The determination of payments that may fall due to the Preferred Shares set out in this clause (the "Waterfall") will apply to the aggregate of all sums paid or that may fall due to be paid to the holders of the Preferred Shares upon a Capital Event or Staged Redemption Payment(s) in proportion to the relevant number of Preferred Shares held by the Shareholders in respect thereof Monies to be paid to the Preferred Shareholders shall be applied in the following manner and order of priority</p> <p>(a) first, in paying to the holders of the X Preferred Shares the aggregate amount of £591,104 (five hundred and ninety one thousand one hundred and four pounds), to be paid to the X Preferred Shareholders equally and pro rata to the number of X Preferred Shares held by them upon the Capital Event or at the time that any Staged Redemption Payment becomes due to be paid,</p>	<p>1 Prescribed particulars of rights attached to shares</p> <p>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 and any terms or conditions relating to redemption of these shares <p>A separate table must be used for each class of share</p>

5	Statement of capital (Prescribed particulars of rights attached to shares)	
Class of share	Z Preferred	
Prescribed particulars ①	<p>(b) second in paying to the holders of the Y Preferred Shares the aggregate amount equal to the Y Preferred Share Amount to be paid to the Y Preferred Shareholders equally and pro rata to the number of Y Preferred Shares held by them upon the Capital Event or at the time that any Staged Redemption Payment becomes due to be paid, (c) third, the balance of Preferred Share Amount shall be paid to the holders of the Z Preferred Shares pro rata to the number of Z Preferred Shares respectively held by them, thereafter, all monies are available to the holders of the Ordinary Shares of the Company</p> <p>"Y Preferred Shares Amount" means an amount equal to £355,545 increasing on a running balance basis at a rate of Barclays Base Rate plus 5%, compounding monthly, as from 20 January 2014 and reduced by any payments made to the holders of the Y Preferred Shares</p> <p>6 Following satisfaction in full of any amount due pursuant to the preceding sub-clause of the Waterfall, no further sums shall be or become payable on the relevant class of Preferred Share</p> <p>Conversion to Deferred Shares</p> <p>7 Following the payment of any Preferred Shares Amount or any Staged Redemption Payment to the Preferred Shareholders, such number of that class of Preferred Shares as is equal to the proportion of Preferred Shares of any class that have or would be deemed to have received a return expressed as a proportion of the relevant class of Preferred Shares then in issue shall be converted into Deferred Shares, such conversion taking place automatically and without further resolution of the Board or the Company or any action being required of any of the Shareholders</p> <p>Capital Event</p> <p>8 Upon any Capital Event the Capital Value shall be determined by agreement between the Board and those persons representing a majority of the Preferred Shareholders for the time being who shall, for the purposes of this paragraph, appoint a person to act as the representative of the majority of the Preferred Shareholders (the "Preferred Shareholders' Representative") If the Board and the Preferred Shareholders' Representative, do not agree the Capital Value or if there is a unresolved dispute in relation to the Capital Value (each a "Dispute"), then the Company and the Preferred Shareholders' Representative shall request that the Appraiser deliver its written report as to the Capital Value (the "Appraiser's Report") to the Company and the Preferred Shareholders' Representative within</p>	

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 and any terms or conditions relating to redemption of these shares

A separate table must be used for each class of share

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Statement of capital

5	Statement of capital (Prescribed particulars of rights attached to shares)	
Class of share	Z Preferred	
Prescribed particulars ①	<p>10 days from selection of the Appraiser The Appraiser shall be appointed on the basis of Articles 29 10 and 29 11 and be deemed to act as an expert and not as an arbitrator The Appraiser's determination shall be final and binding in the absence of manifest error</p> <p>9 Upon any Capital Event the Capital Value shall be determined by agreement between the Board and those persons representing a majority of the Preferred Shareholders for the time being who shall, for the purposes of this paragraph, appoint a person to act as the representative of the majority of the Preferred Shareholders (the "Preferred Shareholders' Representative") If the Board and the Preferred Shareholders' Representative, do not agree the Capital Value or if there is a unresolved dispute in relation to the Capital Value (each a "Dispute"), then the Company and the Preferred Shareholders' Representative shall request that the Appraiser deliver its written report as to the Capital Value (the "Appraiser's Report") to the Company and the Preferred Shareholders' Representative within 10 days from selection of the Appraiser The Appraiser shall be appointed on the basis of Articles 29 10 and 29 11 and be deemed to act as an expert and not as an arbitrator The Appraiser's determination shall be final and binding in the absence of manifest error</p> <p>10 The terms of engagement of the Appraiser (including without limitation its fees and costs and any limitations on liability, but not the terms of determination of Capital Value, which shall be in accordance with the provisions of these articles) shall be such reasonable commercial terms as shall</p> <p>(a) take into account the relevant provisions of these Articles and the purpose for which the Appraiser is to be appointed, and</p> <p>(b) be agreed between the Appraiser, the Board and the person representing the majority of the Preferred Shares</p> <p>Income</p> <p>11 The Preferred Shareholders and the Deferred Shareholders will not be entitled to receive any dividend</p> <p>Capital</p> <p>12 On a winding up of the Company or on a reduction or return of capital, the assets of the Company remaining after payment of its debts and liabilities and of the costs, charges and expenses of the winding up or reduction or return of capital will be applied in the following manner and order of priority</p>	<p>① Prescribed particulars of rights attached to shares</p> <p>The particulars are</p> <p>a particulars of any voting rights, including rights that arise only in certain circumstances,</p> <p>b particulars of any rights, as respects dividends, to participate in a distribution,</p> <p>c particulars of any rights, as respects capital, to participate in a distribution (including on winding up), and</p> <p>d whether the shares are to be redeemed or are liable to be redeemed at the option of the company or the shareholder and any terms or conditions relating to redemption of these shares</p> <p>A separate table must be used for each class of share</p>

5 Statement of capital (Prescribed particulars of rights attached to shares)

Class of share	Z Preferred	
Prescribed particulars ①	<p>first, in paying any amount that may be due pursuant to the waterfall set out in paragraph 5 above,</p> <p>(b) second, in paying the sum of £50,000,000 to the Ordinary Shareholders pro-rata to their holding of Ordinary Shares,</p> <p>(c) third, in paying the sum of £1 00 to the Deferred Shareholders pro-rata to their holding of Deferred Shares, and</p> <p>(d) finally, the balance shall be paid to the Ordinary Shareholders pro-rata to their holding of Ordinary Shares</p> <p><u>Redemption</u></p> <p>Redemption of Preferred Shares</p> <p>13 If any Preferred Shares remain in issue at the time that a Listing takes effect, the Company shall redeem all remaining Preferred Shares that are in issue within 60 days of the date of such Listing upon such date as the Directors may determine having regard to receipt by the Company of the proceeds of such Listing (the "Redemption Date")</p> <p>14 On the Redemption Date the relevant Preferred Shareholder shall deliver to the Company at its registered office the certificates for the Preferred Shares held by it or an indemnity in such terms as the directors of the Company may reasonably determine in the event such certificates have been lost, stolen or destroyed and, upon such delivery, the Company shall pay to such holder (or, in the case of joint holders, to the holder whose name stands first in the register of members in respect of such Shares) the of the greater of</p> <p>(a) the subscription price, and</p> <p>(b) any amount that may be due and outstanding or may otherwise become due to the respective Preferred Shareholders pursuant to the Waterfall (including any outstanding Preferred Shares Amount, which shall include any accrued and outstanding Y Preferred Shares Amount),</p> <p>in respect of each Preferred Share</p> <p>15 The receipt of the registered holder (or, in the case of joint holders, the holder whose name stands first in the register of members) for the time being of any Preferred Shares being redeemed for the monies payable on redemption of such Shares shall constitute an absolute discharge to the Company in respect thereof</p>	<p>① Prescribed particulars of rights attached to shares</p> <p>The particulars are</p> <p>a particulars of any voting rights, including rights that arise only in certain circumstances,</p> <p>b particulars of any rights, as respects dividends, to participate in a distribution,</p> <p>c particulars of any rights, as respects capital, to participate in a distribution (including on winding up), and</p> <p>d whether the shares are to be redeemed or are liable to be redeemed at the option of the company or the shareholder and any terms or conditions relating to redemption of these shares</p> <p>A separate table must be used for each class of share</p>

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Statement of capital

5	Statement of capital (Prescribed particulars of rights attached to shares)		
Class of share	Z Preferred		
Prescribed particulars ①	16 Subject to the Act, and provided it is a private company, the Company shall be authorised to make a payment in respect of the redemption or purchase of any of its own Shares otherwise than out of distributable profits of the Company or the proceeds of a fresh issue of Shares		<p>① Prescribed particulars of rights attached to shares</p> <p>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 and any terms or conditions relating to redemption of these shares <p>A separate table must be used for each class of share</p>

SH19 - Continuation page (25)

Statement of capital

5	Statement of capital (Prescribed particulars of rights attached to shares)	
Class of share	Ordinary	
Prescribed particulars ①	<p><u>Voting rights</u></p> <p>1 Subject to the rights of the Preferred Shareholders referred to in paragraphs 2 and 3 below, each Ordinary Share will entitle its holder to</p> <p>(a) receive notice of, attend and vote at any general meeting of the Company,</p> <p>(b) receive copies of and agree to a proposed written resolution, and</p> <p>(c) subject to paragraph 3 below, cast one vote in respect of each Ordinary Share held</p> <p>2 Each Preferred Share will entitle its holder to receive notice of and attend any general meeting of the Company and to receive a copy of a proposed written resolution but, subject to paragraph 3 below, will not entitle the holder to vote upon or agree to any resolution other than</p> <p>(d) a resolution for winding up the Company or reducing its share capital, or</p> <p>(e) a resolution directly or adversely varying or abrogating any of the special rights attached to the Preferred Shares, or</p> <p>(f) only at the time where a Preferred Shareholder Voting Condition applies, in relation to any matters affecting any distribution to Shareholders or a return of capital, in addition to the rights set out in paragraph 3</p> <p>3 In circumstances where a Preferred Shareholder Voting Condition applies, and only for so long as such Preferred Shareholder Voting Condition applies, the Preferred Shares shall be entitled to cause the Company to take such steps as are reasonably necessary to pay the balance of any outstanding Preferred Shares Amount by the Preferred Shares having the right to appoint such directors to the board as they (in their discretion) think fit and having in aggregate, such number of votes as is not less than 75% (seventy five per cent) of the aggregate voting rights of the Shares of the Company, such voting rights being held by the Preferred Shareholders pro-rata to their holding of Preferred Shares, with each Preferred Share entitling its holder to</p> <p>(g) receive notice of, attend and vote at any general meeting of the Company, and</p> <p>(h) receive copies of and agree to a proposed written resolution</p> <p>4 Definitions</p> <p>"Preferred Shares" means, together, the X Preferred Shares, the Y Preferred Shares and the Z Preferred Shares and references to a "Preferred Share" will be construed as a reference to any one of them</p>	

- 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 and any terms or conditions relating to redemption of these shares
- A separate table must be used for each class of share

5	Statement of capital (Prescribed particulars of rights attached to shares)	
Class of share	Ordinary	
Prescribed particulars ①	<p>A "Preferred Shareholder Voting Condition" shall be the ongoing situation or circumstance where the Preferred Shares Amount is due but has not yet been paid after a 60 day period</p> <p>"Preferred Shares Amount" means the amount that is equal to 40% of the Capital Value, but subject always to (i) a cap of £4,000,000 less any Staged Redemption Payments that have been made to the Preferred Shareholders, and (ii) a floor of £2,000,000 less any Staged Redemption Payments that have been made</p> <p>"Capital Value" means the amount, that represents</p> <p>(a) in the event of a Listing or a Financing the aggregate market value of all of the Ordinary Shares of the Company allotted or in issue immediately prior to the time of Listing or Financing</p> <p>(i) assuming that there have been exercised in full all rights of any person (whether or not yet exercisable) to call for the allotment or issue of share capital of the Company,</p> <p>(ii) excluding any new shares which are to be or have been newly subscribed in order to raise additional capital as part of the Listing or Financing,</p> <p>determined by reference to the price at which the Shares that are the subject of the Listing 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 and, in the case of a Financing, the average price for which Ordinary Shares are issued and allotted fully paid determined by reference to the aggregate capital raised by the issue of such Ordinary Shares divided by the aggregate number of shares issued in such financing rounds,</p> <p>(b) in the event of a Share Sale, the product of $P \times N - C$ (appropriately adjusted where different prices are to be paid for different classes of share) where (i) P = the aggregate price per share payable at the time of the Share Sale for the shares which are the subject of the Share Sale including the value of any consideration then satisfied otherwise than in cash,</p>	<p>① Prescribed particulars of rights attached to shares</p> <p>The particulars are</p> <p>a particulars of any voting rights, including rights that arise only in certain circumstances,</p> <p>b particulars of any rights, as respects dividends, to participate in a distribution,</p> <p>c particulars of any rights, as respects capital, to participate in a distribution (including on winding up), and</p> <p>d whether the shares are to be redeemed or are liable to be redeemed at the option of the company or the shareholder and any terms or conditions relating to redemption of these shares</p> <p>A separate table must be used for each class of share</p>

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Statement of capital

5	Statement of capital (Prescribed particulars of rights attached to shares)	
Class of share	Ordinary	
Prescribed particulars	<p>(ii) N = the total number of Shares of the Company allotted or in issue at the time of the Share Sale assuming for these purposes that there have been exercised in full all rights of any person (whether or not yet exercisable) to call for the allotment or issue of share capital of the Company and that any conversions of Shares that may be required under paragraph 7 below have not yet taken place, and (iii) C = the aggregate costs and expenses incurred in relation to the Share Sale,</p> <p>(c) in the event of a distribution of assets on a winding up or other return of capital, the value of the assets then to be distributed to the holders of Shares, and</p> <p>(d) in the event of an Asset Sale, the amount of cash and the fair value of any securities or other property received by the Shareholders after the Asset Sale pursuant to a winding up or other return of capital in accordance with paragraph (c) above net of expenses and liabilities of the Company that the Company would be obliged to provide for on a winding up of the Company, provided that if no winding up, or other distribution of the net proceeds of the Asset Sale has taken place within six months of the Asset Sale, then such net proceeds shall be deemed to be the Capital Value in respect of the Asset Sale</p> <p>"Listing" means the successful application for admission of any of the share capital of the Company to the Official List of the Financial Conduct Authority and to trading on London Stock Exchange plc's market for listed securities, or a successful application for admission to trading of such Shares on any other investment exchange, which has in any such case been approved by the Ordinary Shareholders</p> <p>"Financing" means, after 30 November 2014, an issue or issues of Ordinary Shares for which the aggregate subscriptions received by the Company are in excess of £3,000,000 and which are issued and allotted fully paid at an average amount of not less than the issue price for Ordinary Shares in any Second Financing Round, and "Second Financing Round" means an issue of Ordinary Shares that is made after 31 March 2014 but before 30 November 2014 pursuant to which the Company receives subscriptions that are at least £1,000,000 in aggregate</p>	<p>Prescribed particulars of rights attached to shares</p> <p>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 and any terms or conditions relating to redemption of these shares <p>A separate table must be used for each class of share</p>

5	Statement of capital (Prescribed particulars of rights attached to shares)	
Class of share	Ordinary	
Prescribed particulars 1	<p>"Share Sale" means the sale of any Ordinary Shares to any person pursuant to a transaction or series of transactions resulting in that person together with any connected persons or person acting in concert (as defined in the City Code on Takeovers and Mergers) holding a Controlling Interest in the Company, and persons who are Shareholders at the date of these Articles shall not be deemed to be acting in concert with each other</p> <p>"Asset Sale" means a sale of all or substantially all of the Company's or its Associated Undertakings' (if any) business associated with the development of 3D imaging technology or any of the assets and undertakings necessary to operate such business that are in one or a series of related transactions</p> <p>"Staged Redemption Payments" means amounts that will fall due to be made to the Preferred Shareholders in the equal payments of £500,000 per annum commencing in the Financial Year that ends on 31 January 2018 and in each Financial Year thereafter provided that no payments will be made in respect of any Financial Year if (a) a Capital Event has occurred and the Preferred Shares Amount has been paid in full, or (b) the Company does not have Sufficient Cash Resources, and subject always to a cap of (i) if no capital event has occurred, aggregate Staged Redemption Payments in an amount not exceeding £4,000,000, and (ii) if a Capital Event has occurred which has not satisfied the Preferred Shares Amount in full, aggregate Staged Redemption Payments of no greater than the outstanding Preferred Shares Amount less the aggregate of any payments previously paid in respect of the Preferred Shares</p> <p>"Sufficient Cash Resources" means an amount that shall be determined as meaning that the Company shall have minimum retained reserves of at least £2,000,000 (two million pounds) pre-distribution</p> <p><u>Distribution rights</u></p> <p>Income</p> <p>18 The holders of the Ordinary Shares shall have no entitlement to receive any distribution of profits in respect of their Shares for so long as any Preferred Shares remain in issue. The Company may only pay dividends once all Preferred Shares have been converted into Deferred Shares or otherwise redeemed, repaid or cancelled by the Company</p>	<p>1 Prescribed particulars of rights attached to shares</p> <p>The particulars are</p> <p>a particulars of any voting rights, including rights that arise only in certain circumstances,</p> <p>b particulars of any rights, as respects dividends, to participate in a distribution,</p> <p>c particulars of any rights, as respects capital, to participate in a distribution (including on winding up), and</p> <p>d whether the shares are to be redeemed or are liable to be redeemed at the option of the company or the shareholder and any terms or conditions relating to redemption of these shares</p> <p>A separate table must be used for each class of share</p>

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Statement of capital

5	Statement of capital (Prescribed particulars of rights attached to shares)	
Class of share	Ordinary	
Prescribed particulars	<p>Capital</p> <p>20 On a winding up of the Company or on a reduction or return of capital, the assets of the Company remaining after payment of its debts and liabilities and of the costs, charges and expenses of the winding up or reduction or return of capital will be applied in the following manner and order of priority</p> <p>(a) first, in paying any amount that may be due pursuant to the waterfall set out in paragraph 5 above,</p> <p>(b) second, in paying the sum of £50,000,000 to the Ordinary Shareholders pro-rata to their holding of Ordinary Shares,</p> <p>(c) third, in paying the sum of £1 00 to the Deferred Shareholders pro-rata to their holding of Deferred Shares, and</p> <p>(d) finally, the balance shall be paid to the Ordinary Shareholders pro-rata to their holding of Ordinary Shares</p>	<p>① Prescribed particulars of rights attached to shares</p> <p>The particulars are</p> <p>a particulars of any voting rights, including rights that arise only in certain circumstances,</p> <p>b particulars of any rights, as respects dividends, to participate in a distribution,</p> <p>c particulars of any rights, as respects capital, to participate in a distribution (including on winding up), and</p> <p>d whether the shares are to be redeemed or are liable to be redeemed at the option of the company or the shareholder and any terms or conditions relating to redemption of these shares</p> <p>A separate table must be used for each class of share</p>

SH19

Statement of capital

**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 **Fiona Young**

Company name **Fuel3D**

Address **Unit 2 Douglas Court**

Seymour Business Park

Post town **Chinnor**

County/Region

Postcode **O X 3 9 4 H A**

Country

DX

Telephone **01844 351021**

**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 the relevant sections of the statement of capital
- ☐ You have signed the form
- ☐ You have enclosed the correct fee

**Important information**

Please note that all information on this form will appear on the public record

**How to pay**

A fee of £10 is payable to Companies House to reduce the share capital by Court Order or by Solvency Statement

Make cheques or postal orders payable to 'Companies House'

**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.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