

RP04

laserform

Second filing of a document previously delivered

✓ What this form is for

You can only use this form to file a second filing of a document delivered under the Companies Act 2006 on or after 1 October 2009 that held inaccuracies

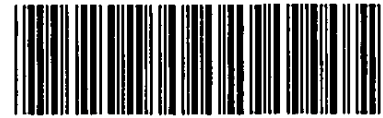
A second filing of a document must only be filed where it is providing corrected information that has been properly delivered but inaccuracies still appear on the register

✗ What this form is NOT for

You cannot use this form to file a second filing of a document delivered under the Companies Act 1985 or the Companies (Northern Ireland) Order 1986 regardless of whether it was properly delivered

A second filing of a document cannot be filed where it is correcting information that was originally properly delivered. Form RP04 must not be used in these circumstances

For further information, please refer to our guidance at www.gov.uk/companieshouse



A23 *A5M22YYR* 17/12/2016 #65
COMPANIES HOUSE

1

Company details

Company number

1 0 2 3 3 8 7 8

Company name in full

Arrow Business Communications Holdings Limited
(previously DMWSL 826 Limited)

→ Filling in this form

Please complete in typescript or in bold black capitals

All fields are mandatory unless specified or indicated by *

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Applicable documents

This form **only** applies to the following forms

- AP01 Appointment of director
- AP02 Appointment of corporate director
- AP03 Appointment of secretary
- AP04 Appointment of corporate secretary

- CH01 Change of director's details
- CH02 Change of corporate director's details
- CH03 Change of secretary's details
- CH04 Change of corporate secretary's details

- TM01 Termination of appointment of director
- TM02 Termination of appointment of secretary

- SH01 Return of allotment of shares

- AR01 Annual Return

- CS01 Confirmation statement (Parts 1-5 only)

- PSC01 Notice of individual person with significant control (PSC)
- PSC02 Notice of relevant legal entity (RLE) with significant control
- PSC03 Notice of other registrable person (ORP) with significant control
- PSC04 Change of details of individual person with significant control (PSC)
- PSC05 Change of details of relevant legal entity (RLE) with significant control
- PSC06 Change of details of other registrable person (ORP) with significant control
- PSC07 Notice of ceasing to be a person with significant control (PSC), relevant legal entity (RLE), or other registrable person (ORP)
- PSC08 Notification of PSC statements
- PSC09 Update to PSC statements

RP04

Second filing of a document previously delivered

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Description of the original document

Document type ①

Return of allotment of shares - SH01

① Description of the original document

Please enter the document type (e.g. a Return of allotment of shares — SH01) and any distinguishing information if more than one document of that type was filed on the same day

Date of registration of the original document

d0 d9 m0 m9 y2 y0 y1 y6

4

Section 243 or 790ZF Exemption ②

If you are applying for, or have been granted, exemption under section 243 or 790ZF of the Companies Act 2006 and the document(s) you are updating contain(s) your usual residential address, please post this form along with the updated document(s) to the address below

The Registrar of Companies, PO BOX 4082, Cardiff, CF14 3WE

② If you are currently in the process of applying for or have been granted a Section 243 or 790ZF exemption, you may wish to check that you have not entered your usual residential address as the service address in the accompanying form (e.g. AP01 or CH01)

RP04

Second filing of a document previously delivered



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 Neil Souness

Company name Dickson Minto W.S

Address 16 Charlotte Square

Edinburgh

Post town

County/Region

Postcode E H 2 4 D F

Country

DX 199

Telephone +44 (0) 131 225 4455



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 can only use this form to file a second filing of a document delivered to the Registrar of Companies under the Companies Act 2006 on or after 1 October 2009 that held inaccuracies
- ☐ If you are updating a document where you have previously paid a fee, do not send a fee along with this form
- ☐ You have enclosed the second filed document(s)
- ☐ If the company to which this document relates has signed up to the PROOF (PROtected Online Filing) scheme, you must also deliver with this form, and the second filed document(s), a PR03 form 'Consent for paper filing'



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

Section 243 or 790ZF exemption

If you are applying for or have been granted a section 243 or 790ZF exemption, please post this whole form to the different postal address below
The Registrar of Companies, PO Box 4082,
Cardiff, CF14 3WE



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

SH01

Return of allotment of shares



Go online to file this information
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 sub
scription on formation of the company
for an allotment of a new class of
shares by an unlimited company

A23 *A5M22YYJ*
17/12/2016 #64
COMPANIES HOUSE

1 Company details

Company number 1 0 2 3 3 8 7 8
Company name in full DMWSL 826 Limited (the "Company")

→ **Filing 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 9 m 0 m 8 y 2 y 0 y 1 y 6
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
£	A Ordinary	499000	0.001	1.002	0.00
£	B Ordinary	320000	0.001	1.00	0.00
£	C Ordinary	109100	0.001	1.00	0.00

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)

B Ordinary - £320,000 satisfied by way of the issue of 320,000 B ordinary shares of £0.001 each in the capital of the Company at a subscription price of £1.00 each as part consideration payable by the Company to the sellers for the acquisition by the Company of unsecured loan notes in the capital of DMWSL 827 Limited (now Arrow Business Communications Group Limited)

C Ordinary - £91,100 satisfied by way of the issue of 91,100 C ordinary shares of £0.001 each in the capital of the Company at a subscription price of £1.00 each as part consideration payable by the Company to the sellers for the acquisition by the Company of unsecured loan notes in the capital of DMWSL 827 Limited (now Arrow Business Communications Group Limited)

E Ordinary - £50,900 satisfied by way of the issue of 50,900 E ordinary shares of £0.001 each in the capital of the Company at a subscription price of £1.00 each as part consideration payable by the Company to the sellers for the acquisition by the Company of unsecured loan notes in the capital of DMWSL 827 Limited (now Arrow Business Communications Group Limited)

3

Please give details of the shares allotted, including bonus shares.

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

[illegible]

SH01

Return of allotment of shares

4

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				
£	A Ordinary	500000	500.00	
£	B Ordinary	320000	320.00	
£	C Ordinary	109100	109.10	
Totals		929100	929.10	0
Currency table B				
Totals				
Currency table C				
Totals				
		Total number of shares	Total aggregate nominal value ①	Total aggregate amount unpaid ①
Totals (including continuation pages)		980000	980.00	0

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

4

Complete the table below to show the issued share capital
Complete a separate table for each currency.

[illegible]

SH01

Return of allotment of shares

5

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

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

Class of share

A Ordinary

Prescribed particulars

1

Please see continuation page.

Class of share

B Ordinary

Prescribed particulars

1

Please see continuation page

Class of share

C Ordinary

Prescribed particulars

1

Please see continuation page

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

6

Signature

I am signing this form on behalf of the company

Signature

Signature



This form may be signed by
Director 2, Secretary, Person authorised 3, Administrator, Administrative receiver,
Receiver, Receiver manager, CIC manager

2 Societas Europaea

If the form is being filed on behalf of a Societas Europaea (SE) please delete 'director' and insert details of which organ of the SE the person signing has membership

3 Person authorised

Under either section 270 or 274 of the Companies Act 2006

SH01 - continuation page
Return of allotment of shares

5	Statement of capital (prescribed particulars of rights attached to shares)	
Class of share	A Ordinary	
Prescribed particulars	Income	
	<p>Any profits which the Directors may lawfully determine to distribute in respect of any financial year (the amount to be determined being the "Relevant Distribution") shall be distributed amongst the holders of the Ordinary Shares (excluding (i) any Ordinary Shareholder who is a Very Bad Leaver and (ii) any C Ordinary Shareholder, in respect of his C Ordinary Shares, and/or any E Ordinary Shareholder in respect of his E Ordinary Shares, who is a Bad Leaver) pro rata to the number of Ordinary Shares held by each of such holders (excluding any Ordinary Shareholder who is a Very Bad Leaver in respect of all his Ordinary Shares and any C Ordinary Shareholder in respect of his C Ordinary Shares, and/or E Ordinary Shareholder in respect of his E Ordinary Shares, who is a Bad Leaver). There will be no Relevant Distribution in respect of any Deferred Share, subject to any buy back of such Deferred Share in accordance with these Articles. Until such time as Unallocated Shares (as defined in the Investment Agreement) are issued in full (and if any D Ordinary Shares are converted to Deferred D Shares the relevant number of D Ordinary Shares which converted into Deferred D Shares shall be deemed Unallocated Shares), but subject to any future issue of shares other than pursuant to clause 14 of the Investment Agreement or transfers of Shares in accordance with these Articles or the operation of clause 12 of the Investment Agreement, the holders of the Ordinary Shares (taken together) (other than the (i) holders of A Ordinary Shares and (ii) any Ordinary Shareholder who is a Very Bad Leaver and (iii) any C Ordinary Shareholder, in respect of his C Ordinary Shares, and/or any E Ordinary Shareholder in respect of his E Ordinary Shares, who is a Bad Leaver) shall be entitled in aggregate to 50% of any Relevant Distribution and the holders of A Ordinary Shares shall be entitled in aggregate to the remaining 50% of any Relevant Distribution</p> <p>See continuation page 2.</p>	

SH01 - continuation page
Return of allotment of shares

5	Statement of capital (prescribed particulars of rights attached to shares)	
Class of share	A Ordinary	
Prescribed particulars	Capital	
	<p>On a Realisation Event, the Shareholder Proceeds shall be distributed as at the date on which the relevant Realisation Event takes place amongst the holders of Ordinary Shares pro rata to the number of Ordinary Shares held by each of them and pari passu (according to the number of such Shares held) as if all of such Ordinary Shares constituted a single class provided that (i) with Investor Consent, a total payment of £1 may be made for each entire class of issued Deferred Shares which are not Deferred E Shares (which payment shall be deemed satisfied on payment to any one holder of Deferred Shares) and (ii) a payment to the holders of the issued Deferred Shares who shall be entitled to an amount equal to the Subscription Price for each Deferred Share held (or if the Shareholder Proceeds per Ordinary Share are less than the Subscription Price, an amount per Deferred E Share equal to the Shareholder Proceeds per Ordinary Share) and the holders of the Deferred Shares shall have no further entitlement to any Shareholder Proceeds until such time as Unallocated Shares (as defined in the Investment Agreement) are issued in full (and if any D Ordinary Shares are converted to Deferred D Shares the relevant number of D Ordinary Shares which converted into Deferred D Shares shall be deemed Unallocated Shares), but subject to any future issue of shares other than pursuant to clause 14 of the Investment Agreement or transfers of Shares in accordance with these Articles or the operation of clause 12 of the Investment Agreement, the holders of the Ordinary Shares (taken together) other than the holders of A Ordinary Shares shall be entitled in aggregate to 50% of the Shareholder Proceeds and the holders of A Ordinary Shares shall be entitled in aggregate to the remaining 50% of the Shareholder Proceeds (assuming in each such reference to Shareholder Proceeds that it is a share sale that it is a sale of the entire issued share capital of the Company).</p> <p>See continuation page 3</p>	

SH01 - continuation page

Return of allotment of shares

5	Statement of capital (prescribed particulars of rights attached to shares)	
Class of share	A Ordinary	
Prescribed particulars	<p>The foregoing provisions of Article 4.1.2 of the Company's articles of association (the "Articles") shall be subject to the following overriding provisions.</p> <p>(A) Upon a Sale, the holders of those Shares not acquired by the relevant purchaser(s) shall not be entitled to any allocation of Shareholder Proceeds in accordance with Article 4.1.2 of the Articles and the 50% references above shall be adjusted accordingly</p> <p>(B) If a Listing is proposed then, immediately prior to and conditional on the Listing taking place, the Company shall complete all necessary steps required to reorganise, recapitalise, convert or reclassify the issued share capital of the Company which is constituted by Ordinary Shares for the purpose of ensuring the Company has a single class of ordinary shares at the time of the Listing</p> <p>(C) When determining the amount of the Shareholder Proceeds in the case of any Exit, the cash value of any non-cash consideration payable in connection with such Exit shall be included at the amount as finally determined by the Valuer acting as an expert and not as an arbitrator.</p> <p>(D) This paragraph shall only apply in relation to any element of Shareholder Proceeds which is deferred or contingent consideration, if such circumstances arise, the Shareholder Proceeds allocated on completion of the relevant Realisation Event will exclude the element of consideration which is deferred or contingent which instead will be dealt with subsequent to such completion of the Realisation Event (as appropriate) in accordance with the following provisions of this paragraph.</p> <p>See continuation page 4</p>	

SH01 - continuation page
Return of allotment of shares

5	Statement of capital (prescribed particulars of rights attached to shares)	
Class of share	A Ordinary	
Prescribed particulars	<p>On each occasion on which any deferred and/or contingent consideration which is not so allocated shall in fact be received by the Shareholders (or any of them), the provisions of Article 4.1.2 of the Articles shall be reopened and reapplied as at the date of the Realisation Event treating the late receipt as Shareholder Proceeds to determine the allocation of the same and, for that purpose, the calculations used in allocating consideration already received shall be reworked provided always that no value already allocated shall be re-allocated and this provision shall serve only to allocate the additional consideration later received. The Company and the Shareholders agree that the provisions of this paragraph shall remain in full force and effect (as covenants on the part of each of them) following completion of any Realisation Event occurring after the Adoption Date and notwithstanding any proposed amendment or replacement of these Articles following completion of such Realisation Event</p> <p>(E) On a sale or other disposal of the whole or substantially the whole of the business, assets or undertaking of the Group, the surplus assets remaining after payment of the Company's liabilities shall be distributed (to the extent the Company is lawfully permitted to do so) in accordance with Article 4.1.2 of the Articles, provided that if it is not lawful for the Company to distribute its surplus assets in accordance with Article 4.1.2 of the Articles, the members shall exercise all powers (in their capacity as members) as is required by the Majority Investor (including actions that may be necessary to put the Company into voluntary liquidation) to achieve a distribution in accordance with Article 4.1.2 of the Articles</p> <p>See continuation page 5</p>	

SH01 - continuation page
Return of allotment of shares

5	Statement of capital (prescribed particulars of rights attached to shares)	
Class of share	A Ordinary	
Prescribed particulars	Voting	
	<p>(A) All shareholder votes shall be taken on a poll. Subject to Articles 4.3, 4.4 and 14.3 of the Articles, every holder of Ordinary Shares (excluding any Bad Leaver and Very Bad Leaver) who (being an individual) is present or (being a corporation) is present by a duly authorised representative (not being himself a member entitled to vote) shall have one vote for every Ordinary Share of which he is the holder. If the holder of Ordinary Shares is not able to vote on account of his being a Bad Leaver or Very Bad Leaver, the votes attached to his Ordinary Shares shall be cast as the holders of the majority of B Ordinary Shares who are not Leavers direct or, if all the holders of B Ordinary Shares are Leavers, how the holders of a majority of the C Ordinary Shares who are not Leavers direct or if all the holders of C Ordinary Shares are Leavers, there shall no such direction and the shares shall not voted (and, if in a particular case, there is no direction from the majority, how the Manager Director shall nominate)</p> <p>(B) Until such time as Unallocated Shares (as defined in the Investment Agreement) are issued in full (and if any D Ordinary Shares are converted to Deferred D Shares the relevant number of D Ordinary Shares which so converted into Deferred D Shares shall be deemed to be Unallocated Shares), but subject to any future issue of shares other than pursuant to clause 14 of the Investment Agreement or transfers of Shares to the Shareholders in accordance with these Articles or the operation of clause 12 of the Investment Agreement, the holders of the Ordinary Shares (taken together) other than the holders of A Ordinary Shares shall be entitled in aggregate to 50% of the Voting Rights and the holders of A Ordinary Shares shall be entitled in aggregate to the remaining 50% of the Voting Rights</p>	
	See continuation page 6	

SH01 - continuation page
Return of allotment of shares

5

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

Class of share	A Ordinary	
Prescribed particulars	<p>Redemption</p> <p>The A Ordinary shares are not to be redeemed or liable to be redeemed at the option of the Company nor the shareholder.</p> <p>All capitalised terms used have the same meaning given to them in the Company's articles of association adopted on <u>19 August</u> 2016</p>	

SH01 - continuation page
Return of allotment of shares

5	Statement of capital (prescribed particulars of rights attached to shares)	
Class of share	B Ordinary	
Prescribed particulars	Income	
	<p>Any profits which the Directors may lawfully determine to distribute in respect of any financial year (the amount to be determined being the "Relevant Distribution") shall be distributed amongst the holders of the Ordinary Shares (excluding (i) any Ordinary Shareholder who is a Very Bad Leaver and (ii) any C Ordinary Shareholder, in respect of his C Ordinary Shares, and/or any E Ordinary Shareholder in respect of his E Ordinary Shares, who is a Bad Leaver) pro rata to the number of Ordinary Shares held by each of such holders (excluding any Ordinary Shareholder who is a Very Bad Leaver in respect of all his Ordinary Shares and any C Ordinary Shareholder in respect of his C Ordinary Shares, and/or E Ordinary Shareholder in respect of his E Ordinary Shares, who is a Bad Leaver). There will be no Relevant Distribution in respect of any Deferred Share, subject to any buy back of such Deferred Share in accordance with these Articles. Until such time as Unallocated Shares (as defined in the Investment Agreement) are issued in full (and if any D Ordinary Shares are converted to Deferred D Shares the relevant number of D Ordinary Shares which converted into Deferred D Shares shall be deemed Unallocated Shares), but subject to any future issue of shares other than pursuant to clause 14 of the Investment Agreement or transfers of Shares in accordance with these Articles or the operation of clause 12 of the Investment Agreement, the holders of the Ordinary Shares (taken together) (other than the (i) holders of A Ordinary Shares and (ii) any Ordinary Shareholder who is a Very Bad Leaver and (iii) any C Ordinary Shareholder, in respect of his C Ordinary Shares, and/or any E Ordinary Shareholder in respect of his E Ordinary Shares, who is a Bad Leaver) shall be entitled in aggregate to 50% of any Relevant Distribution and the holders of A Ordinary Shares shall be entitled in aggregate to the remaining 50% of any Relevant Distribution.</p> <p>See continuation page 2.</p>	

SH01 - continuation page

Return of allotment of shares

5	Statement of capital (prescribed particulars of rights attached to shares)	
Class of share	B Ordinary	
Prescribed particulars	<p>Capital</p> <p>On a Realisation Event, the Shareholder Proceeds shall be distributed as at the date on which the relevant Realisation Event takes place amongst the holders of Ordinary Shares pro rata to the number of Ordinary Shares held by each of them and pari passu (according to the number of such Shares held) as if all of such Ordinary Shares constituted a single class provided that (i) with Investor Consent, a total payment of £1 may be made for each entire class of issued Deferred Shares which are not Deferred E Shares (which payment shall be deemed satisfied on payment to any one holder of Deferred Shares) and (ii) a payment to the holders of the issued Deferred Shares who shall be entitled to an amount equal to the Subscription Price for each Deferred Share held (or if the Shareholder Proceeds per Ordinary Share are less than the Subscription Price, an amount per Deferred E Share equal to the Shareholder Proceeds per Ordinary Share) and the holders of the Deferred Shares shall have no further entitlement to any Shareholder Proceeds. Until such time as Unallocated Shares (as defined in the Investment Agreement) are issued in full (and if any D Ordinary Shares are converted to Deferred D Shares the relevant number of D Ordinary Shares which converted into Deferred D Shares shall be deemed Unallocated Shares), but subject to any future issue of shares other than pursuant to clause 14 of the Investment Agreement or transfers of Shares in accordance with these Articles or the operation of clause 12 of the Investment Agreement, the holders of the Ordinary Shares (taken together) other than the holders of A Ordinary Shares shall be entitled in aggregate to 50% of the Shareholder Proceeds and the holders of A Ordinary Shares shall be entitled in aggregate to the remaining 50% of the Shareholder Proceeds (assuming in each such reference to Shareholder Proceeds that it is a share sale that it is a sale of the entire issued share capital of the Company).</p> <p>See continuation page 3.</p>	

SH01 - continuation page

Return of allotment of shares

5	Statement of capital (prescribed particulars of rights attached to shares)	
Class of share	B Ordinary	
Prescribed particulars	<p>The foregoing provisions of Article 4.1 2 of the Company's articles of association (the "Articles") shall be subject to the following overriding provisions:</p>	
	<p>(A) Upon a Sale, the holders of those Shares not acquired by the relevant purchaser(s) shall not be entitled to any allocation of Shareholder Proceeds in accordance with Article 4.1.2 of the Articles and the 50% references above shall be adjusted accordingly.</p>	
	<p>(B) If a Listing is proposed then, immediately prior to and conditional on the Listing taking place, the Company shall complete all necessary steps required to reorganise, recapitalise, convert or reclassify the issued share capital of the Company which is constituted by Ordinary Shares for the purpose of ensuring the Company has a single class of ordinary shares at the time of the Listing</p>	
	<p>(C) When determining the amount of the Shareholder Proceeds in the case of any Exit, the cash value of any non-cash consideration payable in connection with such Exit shall be included at the amount as finally determined by the Valuer acting as an expert and not as an arbitrator</p>	
	<p>(D) This paragraph shall only apply in relation to any element of Shareholder Proceeds which is deferred or contingent consideration; if such circumstances arise, the Shareholder Proceeds allocated on completion of the relevant Realisation Event will exclude the element of consideration which is deferred or contingent which instead will be dealt with subsequent to such completion of the Realisation Event (as appropriate) in accordance with the following provisions of this paragraph.</p>	
	<p>See continuation page 4.</p>	

SH01 - continuation page
Return of allotment of shares

5	Statement of capital (prescribed particulars of rights attached to shares)	
Class of share	B Ordinary	
Prescribed particulars	<p>On each occasion on which any deferred and/or contingent consideration which is not so allocated shall in fact be received by the Shareholders (or any of them), the provisions of Article 4.1.2 of the Articles shall be reopened and reapplied as at the date of the Realisation Event treating the late receipt as Shareholder Proceeds to determine the allocation of the same and, for that purpose, the calculations used in allocating consideration already received shall be reworked provided always that no value already allocated shall be re-allocated and this provision shall serve only to allocate the additional consideration later received. The Company and the Shareholders agree that the provisions of this paragraph shall remain in full force and effect (as covenants on the part of each of them) following completion of any Realisation Event occurring after the Adoption Date and notwithstanding any proposed amendment or replacement of these Articles following completion of such Realisation Event.</p> <p>(E) On a sale or other disposal of the whole or substantially the whole of the business, assets or undertaking of the Group, the surplus assets remaining after payment of the Company's liabilities shall be distributed (to the extent the Company is lawfully permitted to do so) in accordance with Article 4.1.2 of the Articles, provided that if it is not lawful for the Company to distribute its surplus assets in accordance with Article 4.1.2 of the Articles, the members shall exercise all powers (in their capacity as members) as is required by the Majority Investor (including actions that may be necessary to put the Company into voluntary liquidation) to achieve a distribution in accordance with Article 4.1.2 of the Articles.</p> <p>See continuation page 5.</p>	

SH01 - continuation page
Return of allotment of shares

5	Statement of capital (prescribed particulars of rights attached to shares)	
Class of share	B Ordinary	
Prescribed particulars	Voting	
	<p>(A) All shareholder votes shall be taken on a poll. Subject to Articles 4.3, 4.4 and 14.3 of the Articles, every holder of Ordinary Shares (excluding any Bad Leaver and Very Bad Leaver) who (being an individual) is present or (being a corporation) is present by a duly authorised representative (not being himself a member entitled to vote) shall have one vote for every Ordinary Share of which he is the holder. If the holder of Ordinary Shares is not able to vote on account of his being a Bad Leaver or Very Bad Leaver, the votes attached to his Ordinary Shares shall be cast as the holders of the majority of B Ordinary Shares who are not Leavers direct or, if all the holders of B Ordinary Shares are Leavers, how the holders of a majority of the C Ordinary Shares who are not Leavers direct or if all the holders of C Ordinary Shares are Leavers, there shall no such direction and the shares shall not voted (and, if in a particular case, there is no direction from the majority, how the Manager Director shall nominate)</p> <p>(B) Until such time as Unallocated Shares (as defined in the Investment Agreement) are issued in full (and if any D Ordinary Shares are converted to Deferred D Shares the relevant number of D Ordinary Shares which so converted into Deferred D Shares shall be deemed to be Unallocated Shares), but subject to any future issue of shares other than pursuant to clause 14 of the Investment Agreement or transfers of Shares to the Shareholders in accordance with these Articles or the operation of clause 12 of the Investment Agreement, the holders of the Ordinary Shares (taken together) other than the holders of A Ordinary Shares shall be entitled in aggregate to 50% of the Voting Rights and the holders of A Ordinary Shares shall be entitled in aggregate to the remaining 50% of the Voting Rights.</p> <p>See continuation page 6</p>	

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Return of allotment of shares

5	Statement of capital (prescribed particulars of rights attached to shares)	
Class of share	B Ordinary	
Prescribed particulars	Redemption	
	The B Ordinary shares are not to be redeemed or liable to be redeemed at the option of the Company nor the shareholder.	
	All capitalised terms used have the same meaning given to them in the Company's articles of association adopted on <u>19 August</u> 2016	

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Return of allotment of shares

5	Statement of capital (prescribed particulars of rights attached to shares)	
Class of share	C Ordinary	
Prescribed particulars	Income	
	<p>Any profits which the Directors may lawfully determine to distribute in respect of any financial year (the amount to be determined being the "Relevant Distribution") shall be distributed amongst the holders of the Ordinary Shares (excluding (i) any Ordinary Shareholder who is a Very Bad Leaver and (ii) any C Ordinary Shareholder, in respect of his C Ordinary Shares, and/or any E Ordinary Shareholder in respect of his E Ordinary Shares, who is a Bad Leaver) pro rata to the number of Ordinary Shares held by each of such holders (excluding any Ordinary Shareholder who is a Very Bad Leaver in respect of all his Ordinary Shares and any C Ordinary Shareholder in respect of his C Ordinary Shares, and/or E Ordinary Shareholder in respect of his E Ordinary Shares, who is a Bad Leaver) There will be no Relevant Distribution in respect of any Deferred Share, subject to any buy back of such Deferred Share in accordance with these Articles Until such time as Unallocated Shares (as defined in the Investment Agreement) are issued in full (and if any D Ordinary Shares are converted to Deferred D Shares the relevant number of D Ordinary Shares which converted into Deferred D Shares shall be deemed Unallocated Shares), but subject to any future issue of shares other than pursuant to clause 14 of the Investment Agreement or transfers of Shares in accordance with these Articles or the operation of clause 12 of the Investment Agreement, the holders of the Ordinary Shares (taken together) (other than the (i) holders of A Ordinary Shares and (ii) any Ordinary Shareholder who is a Very Bad Leaver and (iii) any C Ordinary Shareholder, in respect of his C Ordinary Shares, and/or any E Ordinary Shareholder in respect of his E Ordinary Shares, who is a Bad Leaver) shall be entitled in aggregate to 50% of any Relevant Distribution and the holders of A Ordinary Shares shall be entitled in aggregate to the remaining 50% of any Relevant Distribution</p> <p>See continuation page 2.</p>	

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Return of allotment of shares

5	Statement of capital (prescribed particulars of rights attached to shares)	
Class of share	C Ordinary	
Prescribed particulars	Capital	
	<p>On a Realisation Event, the Shareholder Proceeds shall be distributed as at the date on which the relevant Realisation Event takes place amongst the holders of Ordinary Shares pro rata to the number of Ordinary Shares held by each of them and pari passu (according to the number of such Shares held) as if all of such Ordinary Shares constituted a single class provided that (i) with Investor Consent, a total payment of £1 may be made for each entire class of issued Deferred Shares which are not Deferred E Shares (which payment shall be deemed satisfied on payment to any one holder of Deferred Shares) and (ii) a payment to the holders of the issued Deferred Shares who shall be entitled to an amount equal to the Subscription Price for each Deferred Share held (or if the Shareholder Proceeds per Ordinary Share are less than the Subscription Price, an amount per Deferred E Share equal to the Shareholder Proceeds per Ordinary Share) and the holders of the Deferred Shares shall have no further entitlement to any Shareholder Proceeds. Until such time as Unallocated Shares (as defined in the Investment Agreement) are issued in full (and if any D Ordinary Shares are converted to Deferred D Shares the relevant number of D Ordinary Shares which converted into Deferred D Shares shall be deemed Unallocated Shares), but subject to any future issue of shares other than pursuant to clause 14 of the Investment Agreement or transfers of Shares in accordance with these Articles or the operation of clause 12 of the Investment Agreement, the holders of the Ordinary Shares (taken together) other than the holders of A Ordinary Shares shall be entitled in aggregate to 50% of the Shareholder Proceeds and the holders of A Ordinary Shares shall be entitled in aggregate to the remaining 50% of the Shareholder Proceeds (assuming in each such reference to Shareholder Proceeds that it is a share sale that it is a sale of the entire issued share capital of the Company)</p> <p>See continuation page 3.</p>	

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Return of allotment of shares

5	Statement of capital (prescribed particulars of rights attached to shares)	
Class of share	C Ordinary	
Prescribed particulars	<p>The foregoing provisions of Article 4.1.2 of the Company's articles of association (the "Articles") shall be subject to the following overriding provisions:</p> <p>(A) Upon a Sale, the holders of those Shares not acquired by the relevant purchaser(s) shall not be entitled to any allocation of Shareholder Proceeds in accordance with Article 4.1.2 of the Articles and the 50% references above shall be adjusted accordingly.</p> <p>(B) If a Listing is proposed then, immediately prior to and conditional on the Listing taking place, the Company shall complete all necessary steps required to reorganise, recapitalise, convert or reclassify the issued share capital of the Company which is constituted by Ordinary Shares for the purpose of ensuring the Company has a single class of ordinary shares at the time of the Listing</p> <p>(C) When determining the amount of the Shareholder Proceeds in the case of any Exit, the cash value of any non-cash consideration payable in connection with such Exit shall be included at the amount as finally determined by the Valuer acting as an expert and not as an arbitrator</p> <p>(D) This paragraph shall only apply in relation to any element of Shareholder Proceeds which is deferred or contingent consideration; if such circumstances arise, the Shareholder Proceeds allocated on completion of the relevant Realisation Event will exclude the element of consideration which is deferred or contingent which instead will be dealt with subsequent to such completion of the Realisation Event (as appropriate) in accordance with the following provisions of this paragraph.</p> <p>See continuation page 4.</p>	

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Return of allotment of shares

5	Statement of capital (prescribed particulars of rights attached to shares)	
Class of share	C Ordinary	
Prescribed particulars	<p>On each occasion on which any deferred and/or contingent consideration which is not so allocated shall in fact be received by the Shareholders (or any of them), the provisions of Article 4.1.2 of the Articles shall be reopened and reapplied as at the date of the Realisation Event treating the late receipt as Shareholder Proceeds to determine the allocation of the same and, for that purpose, the calculations used in allocating consideration already received shall be reworked provided always that no value already allocated shall be re-allocated and this provision shall serve only to allocate the additional consideration later received. The Company and the Shareholders agree that the provisions of this paragraph shall remain in full force and effect (as covenants on the part of each of them) following completion of any Realisation Event occurring after the Adoption Date and notwithstanding any proposed amendment or replacement of these Articles following completion of such Realisation Event.</p> <p>(E) On a sale or other disposal of the whole or substantially the whole of the business, assets or undertaking of the Group, the surplus assets remaining after payment of the Company's liabilities shall be distributed (to the extent the Company is lawfully permitted to do so) in accordance with Article 4.1.2 of the Articles, provided that if it is not lawful for the Company to distribute its surplus assets in accordance with Article 4.1.2 of the Articles, the members shall exercise all powers (in their capacity as members) as is required by the Majority Investor (including actions that may be necessary to put the Company into voluntary liquidation) to achieve a distribution in accordance with Article 4.1.2 of the Articles.</p> <p>See continuation page 5.</p>	

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Return of allotment of shares

5	Statement of capital (prescribed particulars of rights attached to shares)	
Class of share	C Ordinary	
Prescribed particulars	Voting	
	<p>(A) All shareholder votes shall be taken on a poll. Subject to Articles 4.3, 4.4 and 14.3 of the Articles, every holder of Ordinary Shares (excluding any Bad Leaver and Very Bad Leaver) who (being an individual) is present or (being a corporation) is present by a duly authorised representative (not being himself a member entitled to vote) shall have one vote for every Ordinary Share of which he is the holder. If the holder of Ordinary Shares is not able to vote on account of his being a Bad Leaver or Very Bad Leaver, the votes attached to his Ordinary Shares shall be cast as the holders of the majority of B Ordinary Shares who are not Leavers direct or, if all the holders of B Ordinary Shares are Leavers, how the holders of a majority of the C Ordinary Shares who are not Leavers direct or if all the holders of C Ordinary Shares are Leavers, there shall no such direction and the shares shall not voted (and, if in a particular case, there is no direction from the majority, how the Manager Director shall nominate).</p>	
	<p>(B) Until such time as Unallocated Shares (as defined in the Investment Agreement) are issued in full (and if any D Ordinary Shares are converted to Deferred D Shares the relevant number of D Ordinary Shares which so converted into Deferred D Shares shall be deemed to be Unallocated Shares), but subject to any future issue of shares other than pursuant to clause 14 of the Investment Agreement or transfers of Shares to the Shareholders in accordance with these Articles or the operation of clause 12 of the Investment Agreement, the holders of the Ordinary Shares (taken together) other than the holders of A Ordinary Shares shall be entitled in aggregate to 50% of the Voting Rights and the holders of A Ordinary Shares shall be entitled in aggregate to the remaining 50% of the Voting Rights.</p>	
	See continuation page 6.	

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Return of allotment of shares

5 Statement of capital (prescribed particulars of rights attached to shares)	
Class of share	C Ordinary
Prescribed particulars	<p>Redemption</p> <p>The C Ordinary shares are not to be redeemed or liable to be redeemed at the option of the Company nor the shareholder.</p> <p>All capitalised terms used have the same meaning given to them in the Company's articles of association adopted on <u>19 August</u> 2016.</p>

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Return of allotment of shares

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

Class of share	E Ordinary	
Prescribed particulars	<p>Income</p> <p>Any profits which the Directors may lawfully determine to distribute in respect of any financial year (the amount to be determined being the "Relevant Distribution") shall be distributed amongst the holders of the Ordinary Shares (excluding (i) any Ordinary Shareholder who is a Very Bad Leaver and (ii) any C Ordinary Shareholder, in respect of his C Ordinary Shares, and/or any E Ordinary Shareholder in respect of his E Ordinary Shares, who is a Bad Leaver) pro rata to the number of Ordinary Shares held by each of such holders (excluding any Ordinary Shareholder who is a Very Bad Leaver in respect of all his Ordinary Shares and any C Ordinary Shareholder in respect of his C Ordinary Shares, and/or E Ordinary Shareholder in respect of his E Ordinary Shares, who is a Bad Leaver). There will be no Relevant Distribution in respect of any Deferred Share, subject to any buy back of such Deferred Share in accordance with these Articles. Until such time as Unallocated Shares (as defined in the Investment Agreement) are issued in full (and if any D Ordinary Shares are converted to Deferred D Shares the relevant number of D Ordinary Shares which converted into Deferred D Shares shall be deemed Unallocated Shares), but subject to any future issue of shares other than pursuant to clause 14 of the Investment Agreement or transfers of Shares in accordance with these Articles or the operation of clause 12 of the Investment Agreement, the holders of the Ordinary Shares (taken together) (other than the (i) holders of A Ordinary Shares and (ii) any Ordinary Shareholder who is a Very Bad Leaver and (iii) any C Ordinary Shareholder, in respect of his C Ordinary Shares, and/or any E Ordinary Shareholder in respect of his E Ordinary Shares, who is a Bad Leaver) shall be entitled in aggregate to 50% of any Relevant Distribution and the holders of A Ordinary Shares shall be entitled in aggregate to the remaining 50% of any Relevant Distribution</p> <p>See continuation page 2</p>	

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Return of allotment of shares

5	Statement of capital (prescribed particulars of rights attached to shares)	
Class of share	E Ordinary	
Prescribed particulars	<p>Capital</p> <p>On a Realisation Event, the Shareholder Proceeds shall be distributed as at the date on which the relevant Realisation Event takes place amongst the holders of Ordinary Shares pro rata to the number of Ordinary Shares held by each of them and <i>pari passu</i> (according to the number of such Shares held) as if all of such Ordinary Shares constituted a single class provided that (i) with Investor Consent, a total payment of £1 may be made for each entire class of issued Deferred Shares which are not Deferred E Shares (which payment shall be deemed satisfied on payment to any one holder of Deferred Shares) and (ii) a payment to the holders of the issued Deferred Shares who shall be entitled to an amount equal to the Subscription Price for each Deferred Share held (or if the Shareholder Proceeds per Ordinary Share are less than the Subscription Price, an amount per Deferred E Share equal to the Shareholder Proceeds per Ordinary Share) and the holders of the Deferred Shares shall have no further entitlement to any Shareholder Proceeds. Until such time as Unallocated Shares (as defined in the Investment Agreement) are issued in full (and if any D Ordinary Shares are converted to Deferred D Shares the relevant number of D Ordinary Shares which converted into Deferred D Shares shall be deemed Unallocated Shares), but subject to any future issue of shares other than pursuant to clause 14 of the Investment Agreement or transfers of Shares in accordance with these Articles or the operation of clause 12 of the Investment Agreement, the holders of the Ordinary Shares (taken together) other than the holders of A Ordinary Shares shall be entitled in aggregate to 50% of the Shareholder Proceeds and the holders of A Ordinary Shares shall be entitled in aggregate to the remaining 50% of the Shareholder Proceeds (assuming in each such reference to Shareholder Proceeds that it is a share sale that it is a sale of the entire issued share capital of the Company)</p> <p>See continuation page 3</p>	

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Return of allotment of shares

5	Statement of capital (prescribed particulars of rights attached to shares)	
Class of share	E Ordinary	
Prescribed particulars	<p>The foregoing provisions of Article 4.1.2 of the Company's articles of association (the "Articles") shall be subject to the following overriding provisions:</p> <p>(A) Upon a Sale, the holders of those Shares not acquired by the relevant purchaser(s) shall not be entitled to any allocation of Shareholder Proceeds in accordance with Article 4.1.2 of the Articles and the 50% references above shall be adjusted accordingly.</p> <p>(B) If a Listing is proposed then, immediately prior to and conditional on the Listing taking place, the Company shall complete all necessary steps required to reorganise, recapitalise, convert or reclassify the issued share capital of the Company which is constituted by Ordinary Shares for the purpose of ensuring the Company has a single class of ordinary shares at the time of the Listing</p> <p>(C) When determining the amount of the Shareholder Proceeds in the case of any Exit, the cash value of any non-cash consideration payable in connection with such Exit shall be included at the amount as finally determined by the Valuer acting as an expert and not as an arbitrator.</p> <p>(D) This paragraph shall only apply in relation to any element of Shareholder Proceeds which is deferred or contingent consideration; if such circumstances arise, the Shareholder Proceeds allocated on completion of the relevant Realisation Event will exclude the element of consideration which is deferred or contingent which instead will be dealt with subsequent to such completion of the Realisation Event (as appropriate) in accordance with the following provisions of this paragraph.</p> <p>See continuation page 4.</p>	

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5	Statement of capital (prescribed particulars of rights attached to shares)	
Class of share	E Ordinary	
Prescribed particulars	<p>On each occasion on which any deferred and/or contingent consideration which is not so allocated shall in fact be received by the Shareholders (or any of them), the provisions of Article 4.1.2 of the Articles shall be reopened and reapplied as at the date of the Realisation Event treating the late receipt as Shareholder Proceeds to determine the allocation of the same and, for that purpose, the calculations used in allocating consideration already received shall be reworked provided always that no value already allocated shall be re-allocated and this provision shall serve only to allocate the additional consideration later received. The Company and the Shareholders agree that the provisions of this paragraph shall remain in full force and effect (as covenants on the part of each of them) following completion of any Realisation Event occurring after the Adoption Date and notwithstanding any proposed amendment or replacement of these Articles following completion of such Realisation Event.</p> <p>(E) On a sale or other disposal of the whole or substantially the whole of the business, assets or undertaking of the Group, the surplus assets remaining after payment of the Company's liabilities shall be distributed (to the extent the Company is lawfully permitted to do so) in accordance with Article 4.1.2 of the Articles, provided that if it is not lawful for the Company to distribute its surplus assets in accordance with Article 4.1.2 of the Articles, the members shall exercise all powers (in their capacity as members) as is required by the Majority Investor (including actions that may be necessary to put the Company into voluntary liquidation) to achieve a distribution in accordance with Article 4.1.2 of the Articles</p> <p>See continuation page 5.</p>	

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Return of allotment of shares

5	Statement of capital (prescribed particulars of rights attached to shares)	
Class of share	E Ordinary	
Prescribed particulars	<p>Voting</p> <p>(A) All shareholder votes shall be taken on a poll. Subject to Articles 4.3, 4.4 and 14.3 of the Articles, every holder of Ordinary Shares (excluding any Bad Leaver and Very Bad Leaver) who (being an individual) is present or (being a corporation) is present by a duly authorised representative (not being himself a member entitled to vote) shall have one vote for every Ordinary Share of which he is the holder. If the holder of Ordinary Shares is not able to vote on account of his being a Bad Leaver or Very Bad Leaver, the votes attached to his Ordinary Shares shall be cast as the holders of the majority of B Ordinary Shares who are not Leavers direct or, if all the holders of B Ordinary Shares are Leavers, how the holders of a majority of the C Ordinary Shares who are not Leavers direct or if all the holders of C Ordinary Shares are Leavers, there shall no such direction and the shares shall not voted (and, if in a particular case, there is no direction from the majority, how the Manager Director shall nominate).</p> <p>(B) Until such time as Unallocated Shares (as defined in the Investment Agreement) are issued in full (and if any D Ordinary Shares are converted to Deferred D Shares the relevant number of D Ordinary Shares which so converted into Deferred D Shares shall be deemed to be Unallocated Shares), but subject to any future issue of shares other than pursuant to clause 14 of the Investment Agreement or transfers of Shares to the Shareholders in accordance with these Articles or the operation of clause 12 of the Investment Agreement, the holders of the Ordinary Shares (taken together) other than the holders of A Ordinary Shares shall be entitled in aggregate to 50% of the Voting Rights and the holders of A Ordinary Shares shall be entitled in aggregate to the remaining 50% of the Voting Rights.</p> <p>See continuation page 6.</p>	

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Return of allotment of shares

5 Statement of capital (prescribed particulars of rights attached to shares)	
Class of share	E Ordinary
Prescribed particulars	<p>Redemption</p> <p>The E Ordinary shares are not to be redeemed or liable to be redeemed at the option of the Company nor the shareholder.</p> <p>All capitalised terms used have the same meaning given to them in the Company's articles of association adopted on <u>19 August</u> 2016.</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 **Ally Dickson**

Company name **Dickson Minto W.S**

Address **16 Charlotte Square**

Edinburgh

Post town

County/Region

Postcode **E H 2 4 D F**

Country **United Kingdom**

Dx **199**

Telephone **+44 (0) 131 225 4455**



Checklist

We may return the 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 relevant sections of the statement of capital
- ☐ You have signed the form



Important information

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



Where to send

You may return this form to any Companies House address, however for expediency we advise you to return it to the appropriate address below.

For companies registered in England and Wales:
The Registrar of Companies, Companies House,
Crown Way, Cardiff, Wales, CF14 3UZ
DX 33050 Cardiff

For companies registered in Scotland:
The Registrar of Companies, Companies House,
Fourth floor, Edinburgh Quay 2,
139 Fountainbridge, Edinburgh, Scotland, EH3 9FF
DX ED235 Edinburgh 1
or LP - 4 Edinburgh 2 (Legal Post)

For companies registered in Northern Ireland.
The Registrar of Companies, Companies House,
Second Floor, The Linenhall, 32-38 Linenhall Street,
Belfast, Northern Ireland, BT2 8BG
DX 481 N R Belfast 1



Further information

For further information please see the guidance notes on the website at www.gov.uk/companieshouse or email enquiries@companieshouse.gov.uk

This form is available in an alternative format. Please visit the forms page on the website at www.gov.uk/companieshouse