



SH01

## Return of allotment of shares



Companies House

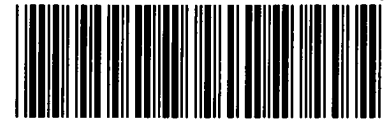


Go online to file this information  
www.gov.uk/companieshouse

☒ **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 subscription on formation of the company or for an allotment of a new class of shares by an unlimited company.

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A09

05/03/2021

#47

COMPANIES HOUSE

**1 Company details**

Company number 1 3 1 4 8 0 3 4

Company name in full GRAHAM & BROWN HOLDINGS LIMITED

→ **Filling in this form**  
Please complete in typescript or in bold black capitals.

All fields are mandatory unless specified or indicated by \*

**2 Allotment dates**

From Date d 0 2 m 0 3 y 2 0 2 1

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 <sup>2</sup>	Class of shares (E.g. Ordinary/Preference etc.)	Number of shares allotted	Nominal value of each share	Amount paid (including share premium) on each share	Amount (if any) unpaid (including share premium) on each share
£	ORDINARY	4,369,679	1.00	1.00	0
£	A ORDINARY	2,513,840	1.00	1.00	0
£	A PREFERENCE	1,950,816	1.00	1.00	0

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

**Continuation page**  
Please use a continuation page if necessary.

Details of non-cash consideration.

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

PURSUANT TO A SHARE PURCHASE AGREEMENT DATED IMMEDIATELY PRIOR TO THE DATE OF THIS ALLOTMENT, THE ORDINARY AND A ORDINARY SHARES WERE EXCHANGED FOR ORDINARY AND A ORDINARY SHARES IN THE CAPITAL OF GRAHAM AND BROWN LIMITED (COMPANY NUMBER: 00372481).

THE A PREFERENCE AND B PREFERENCE SHARES ARE FULLY PAID UP BY WAY OF CASH PAYMENT.

## Shares allotted

## ② Currency

[illegible]

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## Statement of capital

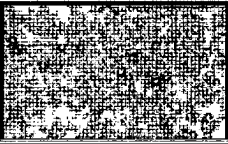
Complete the table(s) below to show the issued share capital at the date to which this return is made up.

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

Please use a Statement of Capital continuation page if necessary.

Currency Complete a separate table for each currency	Class of shares E.g. Ordinary/Preference etc.	Number of shares	Aggregate nominal value (£, €, \$, etc) Number of shares issued multiplied by nominal value	Total aggregate amount unpaid, if any (£, €, \$, etc) Including both the nominal value and any share premium
<b>Currency table A</b>				
£	ORDINARY	4,369,680	£4,369,680	
£	A ORDINARY	2,513,840	£2,513,840	
£	A PREFERENCE	1,950,816	£1,950,816	
<b>Totals</b>		8,834,336	£8,834,336	

<b>Currency table B</b>				
				
<b>Totals</b>				

<b>Currency table C</b>				
				
<b>Totals</b>				

<b>Totals (including continuation pages)</b>		Total number of shares	Total aggregate nominal value ❶	Total aggregate amount unpaid ❶
		10,408,384	£10,408,384	0

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

## Statement of capital

**Complete a separate table for each currency.**

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

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

Class of share

ORDINARY

Prescribed particulars  
①

Please see attached.

**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.

Class of share

A ORDINARY

Prescribed particulars  
①

Please see attached.

Class of share

A PREFERENCE

Prescribed particulars  
①

Please see attached.

**6 Signature**

I am signing this form on behalf of the company.

Signature

Signature

X

A H Guel...

X

**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.

This form may be signed by:

Director ②, Secretary, Person authorised ③, Administrator, Administrative receiver, Receiver, Receiver manager, CIC manager.

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### Presenter information

You do not have to give any contact information, but if you do it will help Companies House if there is a query on the form. The contact information you give will be visible to searchers of the public record.

Contact name

Company name

Taylor's Solicitors

Address

Rawlings House

Exchange Street

Post town

Blackburn

County/Region

Postcode

B

B

1

7

J

N

Country

DX

Telephone



### 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](http://www.gov.uk/companieshouse) or email [enquiries@companieshouse.gov.uk](mailto: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](http://www.gov.uk/companieshouse)

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

Class of share	ORDINARY	
Prescribed particulars	<p>12.1 Income</p> <p>12.1.1 Subject to the provisions of the Act the Company will pay to the holders of the Preference Shares a fixed dividend ("the Preference Dividend") of 0.01 pence per annum on each Preference Share;</p> <p>12.1.2 Subject to the payment of the above the Company may in respect of each Accounting Period by ordinary resolution declare and pay dividends on the Ordinary Shares pro-rata to the number of Ordinary Shares held by them. providing that no dividends so declared in any Accounting Period shall in aggregate exceed the amount recommended by the Directors.</p> <p>12.1.3 The holders of the A Ordinary Shares shall have no right to receive dividends</p> <p>12.1.4 The Preference Dividend shall be paid in cash annually in arrears on the anniversary of the date of issue of the Preference Shares;</p> <p>12.1.5 All Dividends will become a debt due from and immediately payable by the Company to the member or members to whom it is payable on the date or dates set out in this Article 12.1</p> <p>12.2 Capital</p> <p>12.2.1 On a return of assets whether on liquidation capital reduction or otherwise and for the purposes of determining allocation of proceeds payable to the members of the Company in the event of a Change of Control or otherwise (except in the case of the purchase by the Company of its own shares), the assets of the Company remaining after payment of its liabilities and of the costs charges and expenses of such liquidation (or sale proceeds as the case may be) shall be applied as follows:</p> <p>(a) First, in paying to the Preference Shareholders a sum equal to any arrears of the Preference Dividend calculated to the date of the relevant event;</p> <p>(b) Next in paying to the Preference Shareholders an amount equal to the Issue Price for each Preference Share held by them;</p> <p>(c) Next in paying to the A Ordinary Shareholders an amount equal to the Issue Price for each A Ordinary share held by them;</p> <p>(d) Finally the balance of those assets shall be distributed amongst the holders of the Ordinary Shares</p> <p>12.2.2 If in applying the provisions of article 12.2.1 it will only be possible to make a return of capital in relation to some but not all of a particular class of Shares the amount available will be divided amongst the holders of shares of that class pro rata (as nearly as possible) to the number of shares of that class held by them</p> <p>12.3 Redemption</p> <p>12.3.1 The Preference Shares are redeemable on demand by the respective Preference Shareholders save that the respective Preference Shareholders can call for redemption of the respective A Preference Shares and B Preference Shares no earlier than the dates and in the amounts set out in Article 12.3.2-</p> <p>12.3.2 Subject to Article 12.3.3, below, the earliest dates and amounts that may be called for redemption of the respective Preference Shares are as set out in the table at Article 12.3.2 (please refer to the Articles).</p> <p>12.3.3 In the event of any Redemption, the number of Preference Shares so redeemed shall reduce the number of Preference Shares capable of redemption at any future date as set out in Article 12.3.2 pro tanto. For the avoidance of doubt, the number of A Preference Shares shall reduce the number of A Preference Shares redeemable and the number of B Preference Shares redeemed shall reduce the number of B Preference Shares redeemable.</p>	

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

Class of share	ORDINARY	
Prescribed particulars	<p>12.3.4 On each Redemption, the Company shall pay to each Preference Shareholder the amount payable in respect of the relevant redemption amount called for on the respective call date or later (but not earlier) and, so that the relevant Preference Shares so called for redemption may be cancelled each Preference Shareholder shall surrender to the Company the certificate for his Preference Shares which are to be redeemed. If any certificate surrendered contains Preference Shares not to be redeemable at that time the Company shall issue to the relevant Preference Shareholder a fresh certificate for the balance of the Preference Shares not redeemable. If there is more than one Preference Shareholder any redemption shall be made amongst those Preference Shareholders pro-rata as nearly as possible to their respective holdings of Preference Shares.</p> <p>12.3.5 The Company shall pay on each Preference Share called to be redeemed the Issue Price of the Preference Shares so called and shall at the same time pay any arrears of the Preference Dividend.</p> <p>12.3.6 If on any Redemption Date the Company cannot comply with the provisions of the Act relating to redemption then the Preference Shares called to be redeemed shall be redeemed as soon as the Company is able to comply.</p> <p>12.3.7 Unless all of the Preference Shareholders otherwise resolve, all of the Preference Shares shall be redeemed immediately if any of the following events happen:</p> <p>(a) the Company enters into any compromise or arrangement with any of its creditors other than for the sole purpose of a scheme for a solvent amalgamation of the Company with one or more other companies or the solvent reconstruction of the Company;</p> <p>(b) an order is made for or in connection with the winding up of the Company other than for the sole purpose of a scheme for a solvent amalgamation of the Company with one or more other companies or the solvent reconstruction of the Company;</p> <p>(c) an order is made, for the appointment of an administrator, or a notice of intention to appoint an administrator is given or an administrator is appointed, over the Company;</p> <p>(d) the holder of a qualifying floating charge over the assets of the Company that other party (being a company or limited liability partnership) appoints an administrative receiver;</p> <p>(e) the Company suspends or ceases, or threatens to suspend or cease, carrying on all or a substantial part of its business;</p> <p>(f) if any of the matters set out in articles 12.1.1 to 12.1.5 shall apply to the Trading Company; or</p> <p>(g) there is a change of Control of the Company or of the Trading Company.</p> <p>12.3.8 Subject to the provisions of the Act and any restrictions that the Company may have agreed to in respect of early redemption, the Company may redeem all or some of the Preference Shares in advance of any of the dates set out in article 12.3.2 and in the absence of any contrary agreement between the Preference Shareholders and the Company any partial early redemption shall be deemed to relate to the Preference Shares falling due for redemption in inverse order of maturity PROVIDED ALWAYS (a) no such redemption shall be made before the date falling 6 months from the Adoption Date; and (b) that any early redemptions shall be made pro rata as between the A Preference Shares and the B Preference Shares.</p> <p>12.3.9 Each of the Preference Shareholders shall have the option exercisable at any time after the date falling 6 months from the date of the Adoption Date and before the date falling 12 months from the Adoption Date by service of notice in writing to</p>	



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Prescribed particulars	<p>the Company signed by each of the Preference Shareholders registered as holders of the "A" Preference Shares and the "B" Preference Shares at the date of service of such notice to convert all but not some only of the Preference Shares in issue on that date into loans (such conversion to be effected by way of redemption but with payment of the redemption monies being on deferred terms as set out herein) to be repayable to the respective former holders of "A" Preference Shares and "B" Preference Shares in the amounts equal to the Issue Price of their respective shareholdings (such loans after conversion to be referred to respectively as the "A" Loans and the "B" Loans and together "the Loans" ) on each of the dates and in the amounts set out in the table at Article 12.3.9 (please refer to the Articles)( the Shareholders converting "A" Preference Shares to be referred to after conversion as the "A" Loan Holders" and the Shareholders converting "B" Preference Shares to be referred to after conversion as the "B" Loan Holders" and together the "Loan Holders" .</p> <p>12.3.10 The Loans shall be repaid direct to the respective Loan Holders in sterling by electronic transfer of immediately available funds, to such accounts as the respective Loan Holders shall notify to the Company in writing from time to time. If any of the dates for repayment of the Loans falls on a date that is not a Business Day such repayment date shall be delayed until the next Business Day.</p> <p>12.3.11 If any instalment of the Loans is not paid on the due date in accordance with clause 12.3.9 then the unpaid balance of that instalment shall accrue interest from the date such sums or sums should have been paid to the date of actual payment inclusive at the rate of 2% above the base rate of the Bank of England.</p> <p>12.3.12 The Loan Holders shall be entitled to demand immediate payment of the balance of the Loans due to them as per clause 12.3.9 together with all accrued interest if any of the events in clause 12.3.7 occurs.</p> <p>12.4 Share rights - voting</p> <p>12.4.1 The Ordinary Shareholders shall have the right to receive notice of all general meetings of the Company and to attend and to vote thereat, either in person or by proxy. On a poll every member holding an Ordinary Share shall have one vote in respect of every such Ordinary Share of which he is the holder.</p> <p>12.4.2 The 'A' Ordinary Shareholders shall not have the right to receive notice of or be present or vote either by person or by proxy at any general meeting or to vote by way of any written resolution required to be signed by those members who for the time being are entitled to attend such meetings aforesaid, unless a resolution is to be proposed at such general meeting (or such written resolution aforesaid is proposed) for abrogating or directly and adversely varying any of the rights or privileges of the holders of such shares as a class in which event every A Ordinary Shareholder who is present shall have one vote for every 'A' Ordinary Share held by him or in the alternative each such shareholder may sign such written resolution.</p> <p>12.4.3 The Preference Shareholders shall be entitled to receive notice of all general meetings but shall not by reason of holding and Preference Share be entitled to attend or vote at those meetings unless :</p> <p>(a) Any Preference Share has not been redeemed on the relevant Redemption Date;</p> <p>(b) The business of the meeting is or includes the consideration of a resolution:</p> <p>(i) Reducing the Company's share capital</p> <p>(ii) Winding-up the Company</p> <p>(iii) Abrogating or directly or adversely varying, any of the rights, or privileges of the holders of such Preference Shares as a class, in which case the Preference Shareholders shall be entitled to vote only on such resolution and each Preference Shareholder present shall have one vote for each Preference Share held by him or in the alternative each such shareholder may sign such written resolution.</p>	

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Prescribed particulars	<p>12.1 Income</p> <p>12.1.1 Subject to the provisions of the Act the Company will pay to the holders of the Preference Shares a fixed dividend ("the Preference Dividend") of 0.01 pence per annum on each Preference Share;</p> <p>12.1.2 Subject to the payment of the above the Company may in respect of each Accounting Period by ordinary resolution declare and pay dividends on the Ordinary Shares pro-rata to the number of Ordinary Shares held by them. providing that no dividends so declared in any Accounting Period shall in aggregate exceed the amount recommended by the Directors.</p> <p>12.1.3 The holders of the A Ordinary Shares shall have no right to receive dividends</p> <p>12.1.4 The Preference Dividend shall be paid in cash annually in arrears on the anniversary of the date of issue of the Preference Shares;</p> <p>12.1.5 All Dividends will become a debt due from and immediately payable by the Company to the member or members to whom it is payable on the date or dates set out in this Article 12.1</p> <p>12.2 Capital</p> <p>12.2.1 On a return of assets whether on liquidation capital reduction or otherwise and for the purposes of determining allocation of proceeds payable to the members of the Company in the event of a Change of Control or otherwise (except in the case of the purchase by the Company of its own shares), the assets of the Company remaining after payment of its liabilities and of the costs charges and expenses of such liquidation (or sale proceeds as the case may be) shall be applied as follows:</p> <p>(a) First, in paying to the Preference Shareholders a sum equal to any arrears of the Preference Dividend calculated to the date of the relevant event;</p> <p>(b) Next in paying to the Preference Shareholders an amount equal to the Issue Price for each Preference Share held by them;</p> <p>(c) Next in paying to the A Ordinary Shareholders an amount equal to the Issue Price for each A Ordinary share held by them;</p> <p>(d) Finally the balance of those assets shall be distributed amongst the holders of the Ordinary Shares</p> <p>12.2.2 If in applying the provisions of article 12.2.1 it will only be possible to make a return of capital in relation to some but not all of a particular class of Shares the amount available will be divided amongst the holders of shares of that class pro rata (as nearly as possible) to the number of shares of that class held by them</p> <p>12.3 Redemption</p> <p>12.3.1 The Preference Shares are redeemable on demand by the respective Preference Shareholders save that the respective Preference Shareholders can call for redemption of the respective A Preference Shares and B Preference Shares no earlier than the dates and in the amounts set out in Article 12.3.2-</p> <p>12.3.2 Subject to Article 12.3.3, below, the earliest dates and amounts that may be called for redemption of the respective Preference Shares are as set out in the table at Article 12.3.2 (please refer to the Articles).</p> <p>12.3.3 In the event of any Redemption, the number of Preference Shares so redeemed shall reduce the number of Preference Shares capable of redemption at any future date as set out in Article 12.3.2 pro tanto. For the avoidance of doubt, the number of A Preference Shares shall reduce the number of A Preference Shares redeemable and the number of B Preference Shares redeemed shall reduce the number of B Preference Shares redeemable.</p>	

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Prescribed particulars	<p>12.3.4 On each Redemption, the Company shall pay to each Preference Shareholder the amount payable in respect of the relevant redemption amount called for on the respective call date or later (but not earlier) and, so that the relevant Preference Shares so called for redemption may be cancelled each Preference Shareholder shall surrender to the Company the certificate for his Preference Shares which are to be redeemed. If any certificate surrendered contains Preference Shares not to be redeemable at that time the Company shall issue to the relevant Preference Shareholder a fresh certificate for the balance of the Preference Shares not redeemable. If there is more than one Preference Shareholder any redemption shall be made amongst those Preference Shareholders pro-rata as nearly as possible to their respective holdings of Preference Shares.</p> <p>12.3.5 The Company shall pay on each Preference Share called to be redeemed the Issue Price of the Preference Shares so called and shall at the same time pay any arrears of the Preference Dividend.</p> <p>12.3.6 If on any Redemption Date the Company cannot comply with the provisions of the Act relating to redemption then the Preference Shares called to be redeemed shall be redeemed as soon as the Company is able to comply.</p> <p>12.3.7 Unless all of the Preference Shareholders otherwise resolve, all of the Preference Shares shall be redeemed immediately if any of the following events happen:</p> <ul style="list-style-type: none"> <li>(a) the Company enters into any compromise or arrangement with any of its creditors other than for the sole purpose of a scheme for a solvent amalgamation of the Company with one or more other companies or the solvent reconstruction of the Company;</li> <li>(b) an order is made for or in connection with the winding up of the Company other than for the sole purpose of a scheme for a solvent amalgamation of the Company with one or more other companies or the solvent reconstruction of the Company;</li> <li>(c) an order is made, for the appointment of an administrator, or a notice of intention to appoint an administrator is given or an administrator is appointed, over the Company;</li> <li>(d) the holder of a qualifying floating charge over the assets of the Company that other party (being a company or limited liability partnership) appoints an administrative receiver;</li> <li>(e) the Company suspends or ceases, or threatens to suspend or cease, carrying on all or a substantial part of its business;</li> <li>(f) if any of the matters set out in articles 12.1.1 to 12.1.5 shall apply to the Trading Company; or</li> <li>(g) there is a change of Control of the Company or of the Trading Company.</li> </ul> <p>12.3.8 Subject to the provisions of the Act and any restrictions that the Company may have agreed to in respect of early redemption, the Company may redeem all or some of the Preference Shares in advance of any of the dates set out in article 12.3.2 and in the absence of any contrary agreement between the Preference Shareholders and the Company any partial early redemption shall be deemed to relate to the Preference Shares falling due for redemption in inverse order of maturity PROVIDED ALWAYS (a) no such redemption shall be made before the date falling 6 months from the Adoption Date; and (b) that any early redemptions shall be made pro rata as between the A Preference Shares and the B Preference Shares.</p> <p>12.3.9 Each of the Preference Shareholders shall have the option exercisable at any time after the date falling 6 months from the date of the Adoption Date and before the date falling 12 months from the Adoption Date by service of notice in writing to</p>	

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Prescribed particulars	<p>the Company signed by each of the Preference Shareholders registered as holders of the "A" Preference Shares and the "B" Preference Shares at the date of service of such notice to convert all but not some only of the Preference Shares in issue on that date into loans (such conversion to be effected by way of redemption but with payment of the redemption monies being on deferred terms as set out herein) to be repayable to the respective former holders of "A" Preference Shares and "B" Preference Shares in the amounts equal to the Issue Price of their respective shareholdings (such loans after conversion to be referred to respectively as the "A" Loans and the "B" Loans and together "the Loans" ) on each of the dates and in the amounts set out in the table at Article 12.3.9 (please refer to the Articles)( the Shareholders converting "A "Preference Shares to be referred to after conversion as the "A" Loan Holders" and the Shareholders converting "B" Preference Shares to be referred to after conversion as the " B" Loan Holders" and together the "Loan Holders " .</p> <p>12.3.10 The Loans shall be repaid direct to the respective Loan Holders in sterling by electronic transfer of immediately available funds, to such accounts as the respective Loan Holders shall notify to the Company in writing from time to time. If any of the dates for repayment of the Loans falls on a date that is not a Business Day such repayment date shall be delayed until the next Business Day.</p> <p>12.3.11 If any instalment of the Loans is not paid on the due date in accordance with clause 12.3.9 then the unpaid balance of that instalment shall accrue interest from the date such sums or sums should have been paid to the date of actual payment inclusive at the rate of 2% above the base rate of the Bank of England.</p> <p>12.3.12 The Loan Holders shall be entitled to demand immediate payment of the balance of the Loans due to them as per clause 12.3.9 together with all accrued interest if any of the events in clause 12.3.7 occurs.</p> <p>12.4 Share rights - voting</p> <p>12.4.1 The Ordinary Shareholders shall have the right to receive notice of all general meetings of the Company and to attend and to vote thereat, either in person or by proxy. On a poll every member holding an Ordinary Share shall have one vote in respect of every such Ordinary Share of which he is the holder.</p> <p>12.4.2 The 'A' Ordinary Shareholders shall not have the right to receive notice of or be present or vote either by person or by proxy at any general meeting or to vote by way of any written resolution required to be signed by those members who for the time being are entitled to attend such meetings aforesaid, unless a resolution is to be proposed at such general meeting (or such written resolution aforesaid is proposed) for abrogating or directly and adversely varying any of the rights or privileges of the holders of such shares as a class in which event every A Ordinary Shareholder who is present shall have one vote for every 'A' Ordinary Share held by him or in the alternative each such shareholder may sign such written resolution.</p> <p>12.4.3 The Preference Shareholders shall be entitled to receive notice of all general meetings but shall not by reason of holding and Preference Share be entitled to attend or vote at those meetings unless :</p> <p>(a) Any Preference Share has not been redeemed on the relevant Redemption Date;</p> <p>(b) The business of the meeting is or includes the consideration of a resolution:</p> <p>(i) Reducing the Company's share capital</p> <p>(ii) Winding-up the Company</p> <p>(iii) Abrogating or directly or adversely varying, any of the rights, or privileges of the holders of such Preference Shares as a class, in which case the Preference Shareholders shall be entitled to vote only on such resolution and each Preference Shareholder present shall have one vote for each Preference Share held by him or in the alternative each such shareholder may sign such written resolution.</p>	

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

Class of share	A PREFERENCE	
Prescribed particulars	<p>12.1 Income</p> <p>12.1.1 Subject to the provisions of the Act the Company will pay to the holders of the Preference Shares a fixed dividend ("the Preference Dividend") of 0.01 pence per annum on each Preference Share;</p> <p>12.1.2 Subject to the payment of the above the Company may in respect of each Accounting Period by ordinary resolution declare and pay dividends on the Ordinary Shares pro-rata to the number of Ordinary Shares held by them. providing that no dividends so declared in any Accounting Period shall in aggregate exceed the amount recommended by the Directors.</p> <p>12.1.3 The holders of the A Ordinary Shares shall have no right to receive dividends</p> <p>12.1.4 The Preference Dividend shall be paid in cash annually in arrears on the anniversary of the date of issue of the Preference Shares;</p> <p>12.1.5 All Dividends will become a debt due from and immediately payable by the Company to the member or members to whom it is payable on the date or dates set out in this Article 12.1</p> <p>12.2 Capital</p> <p>12.2.1 On a return of assets whether on liquidation capital reduction or otherwise and for the purposes of determining allocation of proceeds payable to the members of the Company in the event of a Change of Control or otherwise (except in the case of the purchase by the Company of its own shares), the assets of the Company remaining after payment of its liabilities and of the costs charges and expenses of such liquidation (or sale proceeds as the case may be) shall be applied as follows:</p> <p>(a) First, in paying to the Preference Shareholders a sum equal to any arrears of the Preference Dividend calculated to the date of the relevant event;</p> <p>(b) Next in paying to the Preference Shareholders an amount equal to the Issue Price for each Preference Share held by them;</p> <p>(c) Next in paying to the A Ordinary Shareholders an amount equal to the Issue Price for each A Ordinary share held by them;</p> <p>(d) Finally the balance of those assets shall be distributed amongst the holders of the Ordinary Shares</p> <p>12.2.2 If in applying the provisions of article 12.2.1 it will only be possible to make a return of capital in relation to some but not all of a particular class of Shares the amount available will be divided amongst the holders of shares of that class pro rata (as nearly as possible) to the number of shares of that class held by them</p> <p>12.3 Redemption</p> <p>12.3.1 The Preference Shares are redeemable on demand by the respective Preference Shareholders save that the respective Preference Shareholders can call for redemption of the respective A Preference Shares and B Preference Shares no earlier than the dates and in the amounts set out in Article 12.3.2-</p> <p>12.3.2 Subject to Article 12.3.3, below, the earliest dates and amounts that may be called for redemption of the respective Preference Shares are as set out in the table at Article 12.3.2 (please refer to the Articles).</p> <p>12.3.3 In the event of any Redemption, the number of Preference Shares so redeemed shall reduce the number of Preference Shares capable of redemption at any future date as set out in Article 12.3.2 pro tanto. For the avoidance of doubt, the number of A Preference Shares shall reduce the number of A Preference Shares redeemable and the number of B Preference Shares redeemed shall reduce the number of B Preference Shares redeemable.</p>	

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## Return of allotment of shares

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

Class of share	A PREFERENCE
Prescribed particulars	<p>12.3.4 On each Redemption, the Company shall pay to each Preference Shareholder the amount payable in respect of the relevant redemption amount called for on the respective call date or later (but not earlier) and, so that the relevant Preference Shares so called for redemption may be cancelled each Preference Shareholder shall surrender to the Company the certificate for his Preference Shares which are to be redeemed. If any certificate surrendered contains Preference Shares not to be redeemable at that time the Company shall issue to the relevant Preference Shareholder a fresh certificate for the balance of the Preference Shares not redeemable. If there is more than one Preference Shareholder any redemption shall be made amongst those Preference Shareholders pro-rata as nearly as possible to their respective holdings of Preference Shares.</p> <p>12.3.5 The Company shall pay on each Preference Share called to be redeemed the Issue Price of the Preference Shares so called and shall at the same time pay any arrears of the Preference Dividend.</p> <p>12.3.6 If on any Redemption Date the Company cannot comply with the provisions of the Act relating to redemption then the Preference Shares called to be redeemed shall be redeemed as soon as the Company is able to comply.</p> <p>12.3.7 Unless all of the Preference Shareholders otherwise resolve, all of the Preference Shares shall be redeemed immediately if any of the following events happen:</p> <ul style="list-style-type: none"> <li>(a) the Company enters into any compromise or arrangement with any of its creditors other than for the sole purpose of a scheme for a solvent amalgamation of the Company with one or more other companies or the solvent reconstruction of the Company;</li> <li>(b) an order is made for or in connection with the winding up of the Company other than for the sole purpose of a scheme for a solvent amalgamation of the Company with one or more other companies or the solvent reconstruction of the Company;</li> <li>(c) an order is made, for the appointment of an administrator, or a notice of intention to appoint an administrator is given or an administrator is appointed, over the Company;</li> <li>(d) the holder of a qualifying floating charge over the assets of the Company that other party (being a company or limited liability partnership) appoints an administrative receiver;</li> <li>(e) the Company suspends or ceases, or threatens to suspend or cease, carrying on all or a substantial part of its business;</li> <li>(f) if any of the matters set out in articles 12.1.1 to 12.1.5 shall apply to the Trading Company; or</li> <li>(g) there is a change of Control of the Company or of the Trading Company.</li> </ul> <p>12.3.8 Subject to the provisions of the Act and any restrictions that the Company may have agreed to in respect of early redemption, the Company may redeem all or some of the Preference Shares in advance of any of the dates set out in article 12.3.2 and in the absence of any contrary agreement between the Preference Shareholders and the Company any partial early redemption shall be deemed to relate to the Preference Shares falling due for redemption in inverse order of maturity PROVIDED ALWAYS (a) no such redemption shall be made before the date falling 6 months from the Adoption Date; and (b) that any early redemptions shall be made pro rata as between the A Preference Shares and the B Preference Shares.</p> <p>12.3.9 Each of the Preference Shareholders shall have the option exercisable at any time after the date falling 6 months from the date of the Adoption Date and before the date falling 12 months from the Adoption Date by service of notice in writing to</p>

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## Return of allotment of shares

5	Statement of capital (prescribed particulars of rights attached to shares)	
Class of share	A PREFERENCE	
Prescribed particulars	<p>the Company signed by each of the Preference Shareholders registered as holders of the "A" Preference Shares and the "B" Preference Shares at the date of service of such notice to convert all but not some only of the Preference Shares in issue on that date into loans (such conversion to be effected by way of redemption but with payment of the redemption monies being on deferred terms as set out herein) to be repayable to the respective former holders of "A" Preference Shares and "B" Preference Shares in the amounts equal to the Issue Price of their respective shareholdings (such loans after conversion to be referred to respectively as the "A" Loans and the "B" Loans and together "the Loans" ) on each of the dates and in the amounts set out in the table at Article 12.3.9 (please refer to the Articles)( the Shareholders converting "A "Preference Shares to be referred to after conversion as the "A" Loan Holders" and the Shareholders converting "B" Preference Shares to be referred to after conversion as the " B" Loan Holders" and together the "Loan Holders " .</p> <p>12.3.10 The Loans shall be repaid direct to the respective Loan Holders in sterling by electronic transfer of immediately available funds, to such accounts as the respective Loan Holders shall notify to the Company in writing from time to time. If any of the dates for repayment of the Loans falls on a date that is not a Business Day such repayment date shall be delayed until the next Business Day.</p> <p>12.3.11 If any instalment of the Loans is not paid on the due date in accordance with clause 12.3.9 then the unpaid balance of that instalment shall accrue interest from the date such sums or sums should have been paid to the date of actual payment inclusive at the rate of 2% above the base rate of the Bank of England.</p> <p>12.3.12 The Loan Holders shall be entitled to demand immediate payment of the balance of the Loans due to them as per clause 12.3.9 together with all accrued interest if any of the events in clause 12.3.7 occurs.</p> <p>12.4 Share rights - voting</p> <p>12.4.1 The Ordinary Shareholders shall have the right to receive notice of all general meetings of the Company and to attend and to vote thereat, either in person or by proxy. On a poll every member holding an Ordinary Share shall have one vote in respect of every such Ordinary Share of which he is the holder.</p> <p>12.4.2 The 'A' Ordinary Shareholders shall not have the right to receive notice of or be present or vote either by person or by proxy at any general meeting or to vote by way of any written resolution required to be signed by those members who for the time being are entitled to attend such meetings aforesaid, unless a resolution is to be proposed at such general meeting (or such written resolution aforesaid is proposed) for abrogating or directly and adversely varying any of the rights or privileges of the holders of such shares as a class in which event every A Ordinary Shareholder who is present shall have one vote for every 'A' Ordinary Share held by him or in the alternative each such shareholder may sign such written resolution.</p> <p>12.4.3 The Preference Shareholders shall be entitled to receive notice of all general meetings but shall not by reason of holding and Preference Share be entitled to attend or vote at those meetings unless :</p> <p>(a) Any Preference Share has not been redeemed on the relevant Redemption Date;</p> <p>(b) The business of the meeting is or includes the consideration of a resolution:</p> <p>(i) Reducing the Company's share capital</p> <p>(ii) Winding-up the Company</p> <p>(iii) Abrogating or directly or adversely varying, any of the rights, or privileges of the holders of such Preference Shares as a class, in which case the Preference Shareholders shall be entitled to vote only on such resolution and each Preference Shareholder present shall have one vote for each Preference Share held by him or in the alternative each such shareholder may sign such written resolution.</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 PREFERENCE	
Prescribed particulars	<p>12.1 Income</p> <p>12.1.1 Subject to the provisions of the Act the Company will pay to the holders of the Preference Shares a fixed dividend ("the Preference Dividend") of 0.01 pence per annum on each Preference Share;</p> <p>12.1.2 Subject to the payment of the above the Company may in respect of each Accounting Period by ordinary resolution declare and pay dividends on the Ordinary Shares pro-rata to the number of Ordinary Shares held by them. providing that no dividends so declared in any Accounting Period shall in aggregate exceed the amount recommended by the Directors.</p> <p>12.1.3 The holders of the A Ordinary Shares shall have no right to receive dividends</p> <p>12.1.4 The Preference Dividend shall be paid in cash annually in arrears on the anniversary of the date of issue of the Preference Shares;</p> <p>12.1.5 All Dividends will become a debt due from and immediately payable by the Company to the member or members to whom it is payable on the date or dates set out in this Article 12.1</p> <p>12.2 Capital</p> <p>12.2.1 On a return of assets whether on liquidation capital reduction or otherwise and for the purposes of determining allocation of proceeds payable to the members of the Company in the event of a Change of Control or otherwise (except in the case of the purchase by the Company of its own shares), the assets of the Company remaining after payment of its liabilities and of the costs charges and expenses of such liquidation (or sale proceeds as the case may be) shall be applied as follows:</p> <p>(a) First, in paying to the Preference Shareholders a sum equal to any arrears of the Preference Dividend calculated to the date of the relevant event;</p> <p>(b) Next in paying to the Preference Shareholders an amount equal to the Issue Price for each Preference Share held by them;</p> <p>(c) Next in paying to the A Ordinary Shareholders an amount equal to the Issue Price for each A Ordinary share held by them;</p> <p>(d) Finally the balance of those assets shall be distributed amongst the holders of the Ordinary Shares</p> <p>12.2.2 If in applying the provisions of article 12.2.1 it will only be possible to make a return of capital in relation to some but not all of a particular class of Shares the amount available will be divided amongst the holders of shares of that class pro rata (as nearly as possible) to the number of shares of that class held by them</p> <p>12.3 Redemption</p> <p>12.3.1 The Preference Shares are redeemable on demand by the respective Preference Shareholders save that the respective Preference Shareholders can call for redemption of the respective A Preference Shares and B Preference Shares no earlier than the dates and in the amounts set out in Article 12.3.2-</p> <p>12.3.2 Subject to Article 12.3.3, below, the earliest dates and amounts that may be called for redemption of the respective Preference Shares are as set out in the table at Article 12.3.2 (please refer to the Articles).</p> <p>12.3.3 In the event of any Redemption, the number of Preference Shares so redeemed shall reduce the number of Preference Shares capable of redemption at any future date as set out in Article 12.3.2 pro tanto. For the avoidance of doubt, the number of A Preference Shares shall reduce the number of A Preference Shares redeemable and the number of B Preference Shares redeemed shall reduce the number of B Preference Shares redeemable.</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 PREFERENCE
Prescribed particulars	<p>12.3.4 On each Redemption, the Company shall pay to each Preference Shareholder the amount payable in respect of the relevant redemption amount called for on the respective call date or later (but not earlier) and, so that the relevant Preference Shares so called for redemption may be cancelled each Preference Shareholder shall surrender to the Company the certificate for his Preference Shares which are to be redeemed. If any certificate surrendered contains Preference Shares not to be redeemable at that time the Company shall issue to the relevant Preference Shareholder a fresh certificate for the balance of the Preference Shares not redeemable. If there is more than one Preference Shareholder any redemption shall be made amongst those Preference Shareholders pro-rata as nearly as possible to their respective holdings of Preference Shares.</p> <p>12.3.5 The Company shall pay on each Preference Share called to be redeemed the Issue Price of the Preference Shares so called and shall at the same time pay any arrears of the Preference Dividend.</p> <p>12.3.6 If on any Redemption Date the Company cannot comply with the provisions of the Act relating to redemption then the Preference Shares called to be redeemed shall be redeemed as soon as the Company is able to comply.</p> <p>12.3.7 Unless all of the Preference Shareholders otherwise resolve, all of the Preference Shares shall be redeemed immediately if any of the following events happen:</p> <ul style="list-style-type: none"> <li>(a) the Company enters into any compromise or arrangement with any of its creditors other than for the sole purpose of a scheme for a solvent amalgamation of the Company with one or more other companies or the solvent reconstruction of the Company;</li> <li>(b) an order is made for or in connection with the winding up of the Company other than for the sole purpose of a scheme for a solvent amalgamation of the Company with one or more other companies or the solvent reconstruction of the Company;</li> <li>(c) an order is made, for the appointment of an administrator, or a notice of intention to appoint an administrator is given or an administrator is appointed, over the Company;</li> <li>(d) the holder of a qualifying floating charge over the assets of the Company that other party (being a company or limited liability partnership) appoints an administrative receiver;</li> <li>(e) the Company suspends or ceases, or threatens to suspend or cease, carrying on all or a substantial part of its business;</li> <li>(f) if any of the matters set out in articles 12.1.1 to 12.1.5 shall apply to the Trading Company; or</li> <li>(g) there is a change of Control of the Company or of the Trading Company.</li> </ul> <p>12.3.8 Subject to the provisions of the Act and any restrictions that the Company may have agreed to in respect of early redemption, the Company may redeem all or some of the Preference Shares in advance of any of the dates set out in article 12.3.2 and in the absence of any contrary agreement between the Preference Shareholders and the Company any partial early redemption shall be deemed to relate to the Preference Shares falling due for redemption in inverse order of maturity PROVIDED ALWAYS (a) no such redemption shall be made before the date falling 6 months from the Adoption Date; and (b) that any early redemptions shall be made pro rata as between the A Preference Shares and the B Preference Shares.</p> <p>12.3.9 Each of the Preference Shareholders shall have the option exercisable at any time after the date falling 6 months from the date of the Adoption Date and before the date falling 12 months from the Adoption Date by service of notice in writing to</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 PREFERENCE
Prescribed particulars	<p>the Company signed by each of the Preference Shareholders registered as holders of the "A" Preference Shares and the "B" Preference Shares at the date of service of such notice to convert all but not some only of the Preference Shares in issue on that date into loans (such conversion to be effected by way of redemption but with payment of the redemption monies being on deferred terms as set out herein) to be repayable to the respective former holders of "A" Preference Shares and "B" Preference Shares in the amounts equal to the Issue Price of their respective shareholdings (such loans after conversion to be referred to respectively as the "A" Loans and the "B" Loans and together "the Loans" ) on each of the dates and in the amounts set out in the table at Article 12.3.9 (please refer to the Articles)( the Shareholders converting "A" Preference Shares to be referred to after conversion as the "A" Loan Holders" and the Shareholders converting "B" Preference Shares to be referred to after conversion as the "B" Loan Holders" and together the "Loan Holders" .</p> <p>12.3.10 The Loans shall be repaid direct to the respective Loan Holders in sterling by electronic transfer of immediately available funds, to such accounts as the respective Loan Holders shall notify to the Company in writing from time to time. If any of the dates for repayment of the Loans falls on a date that is not a Business Day such repayment date shall be delayed until the next Business Day.</p> <p>12.3.11 If any instalment of the Loans is not paid on the due date in accordance with clause 12.3.9 then the unpaid balance of that instalment shall accrue interest from the date such sums or sums should have been paid to the date of actual payment inclusive at the rate of 2% above the base rate of the Bank of England.</p> <p>12.3.12 The Loan Holders shall be entitled to demand immediate payment of the balance of the Loans due to them as per clause 12.3.9 together with all accrued interest if any of the events in clause 12.3.7 occurs.</p> <p>12.4 Share rights - voting</p> <p>12.4.1 The Ordinary Shareholders shall have the right to receive notice of all general meetings of the Company and to attend and to vote thereat, either in person or by proxy. On a poll every member holding an Ordinary Share shall have one vote in respect of every such Ordinary Share of which he is the holder.</p> <p>12.4.2 The 'A' Ordinary Shareholders shall not have the right to receive notice of or be present or vote either by person or by proxy at any general meeting or to vote by way of any written resolution required to be signed by those members who for the time being are entitled to attend such meetings aforesaid, unless a resolution is to be proposed at such general meeting (or such written resolution aforesaid is proposed) for abrogating or directly and adversely varying any of the rights or privileges of the holders of such shares as a class in which event every A Ordinary Shareholder who is present shall have one vote for every 'A' Ordinary Share held by him or in the alternative each such shareholder may sign such written resolution.</p> <p>12.4.3 The Preference Shareholders shall be entitled to receive notice of all general meetings but shall not by reason of holding and Preference Share be entitled to attend or vote at those meetings unless :</p> <p>(a) Any Preference Share has not been redeemed on the relevant Redemption Date;</p> <p>(b) The business of the meeting is or includes the consideration of a resolution:</p> <p>(i) Reducing the Company's share capital</p> <p>(ii) Winding-up the Company</p> <p>(iii) Abrogating or directly or adversely varying, any of the rights, or privileges of the holders of such Preference Shares as a class, in which case the Preference Shareholders shall be entitled to vote only on such resolution and each Preference Shareholder present shall have one vote for each Preference Share held by him or in the alternative each such shareholder may sign such written resolution.</p>