

CS01

Confirmation statement



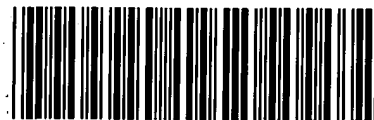
Companies House

004512 / 49
004511 / 49

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

A fee may be paid
Please see 'How to file'

MONDAY



SCT 12/12/2022 #25
COMPANIES HOUSE

✓ **What this form is for**
You may use this form to confirm that the company has filed up to date. You must file a confirmation statement at least once every year.

✗ **What this form is for**
You cannot use this form to confirm changes to the people with significant control (PSC), registered office address, or single alternative inspection address (SAIL) information.

Before you start

You can check your company details for free on our online service:

<https://beta.companieshouse.gov.uk>

Change to your company information

If you need to make any changes to:

- Part 1 Principal business activities or standard industrial classification (SIC)
- Part 2 Statement of capital
- Part 3 Trading status of shares and exemption from keeping a register of people with significant control (PSC)
- Part 4 Shareholder information

Use the additional parts of this form to do this.

Other changes

If you need to make any changes to:

- registered office address
- single alternative inspection address (SAIL) and company records
- officer appointments
- information about people with significant control

You must do this separately before or at the same time as this confirmation statement.

1

Company details

Company number S C 6 1 5 2 5 6
Company name in full WINDOW SUPPLY COMPANY LTD

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

2

Confirmation date

Please give the confirmation statement date. You must deliver this form within 14 days of this date. Please check your company records for the date of your confirmation period.

Confirmation date 0 2 1 2 2 0 2 2

① **Check when your confirmation statement is due**
To check your confirmation statement date:
<https://beta.companieshouse.gov.uk>

You can make a statement at any time during the confirmation period. This will change your next confirmation date.

3

Confirmation statement

I confirm that all information required to be delivered by the company pursuant to section 853A(1)(a) of the Companies Act 2006 in relation to the confirmation period ending on the confirmation date above either has been delivered or is being delivered with this statement.

Signature

Signature

X *[Signature]* X

This form may be signed by:

Director^②, Secretary, Person authorised^②, Charity commission receiver and manager, CIC manager, Judicial factor.

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.

② **Person authorised**
Under either section 270 or 274 of the Companies Act 2006.

COMPANIES HOUSE
12 DEC 2022
EDINBURGH MAILBOX

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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
163306.00008

Company name
CMS CAMERON MCKENNA

NABARRO OLSWANG LLP

Address
6 QUEENS ROAD

Post town
ABERDEEN

County/Region

Postcode
A B 1 5 4 Z T

Country

DX

Telephone



Checklist

We may return forms completed incorrectly or with information missing.

Please make sure you have remembered the following:

- ☐ The company name and number match the information held on the public Register.
- ☐ You have checked the company information that we hold.
- ☐ You have shown any relevant changes made to your information on the additional parts to this form or filed the appropriate form before or at the same time as this confirmation statement.
- ☐ You have signed the form.
- ☐ You have enclosed the correct fee if appropriate.



How to pay

You must include a £40 fee with the first Confirmation Statement you file each year. Further Confirmation Statements made in the same year don't require a fee.

Make cheques or postal orders payable to 'Companies House.'



Important information

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

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Part 2

Statement of capital change



Complete this part in full if there has been any change to your share capital or prescribed particulars since the last statement of capital was delivered.

☒ This part must be sent at the same time as your confirmation statement.

☒ Not required for companies without share capital.

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

You must complete both sections B1 and B2.

B1

Share capital

Complete the table(s) below to show the issued share capital.

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

Continuation pages

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				
GBP	Ordinary	102539	1025.39	
	A Ordinary	51311	513.11	
	B Ordinary	632	6.32	
Totals		154482	1544.82	NIL
Currency table B				
Totals				
Currency table C				
Totals				
Totals (including continuation pages)		Total number of shares	Total aggregate nominal value ❶	Total aggregate amount unpaid ❶
		154482	1544.82	NIL

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

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B2

Prescribed particulars

Please give the prescribed particulars of rights attached to each class of share shown in the 'share capital' tables in Section B1.

Class of share

SEE CONTINUATION PAGES

Prescribed particulars

Prescribed particulars of rights attached to shares

The particulars are:

- particulars of any voting rights, including rights that arise only in certain circumstances;
- particulars of any rights, as respects dividends, to participate in a distribution;
- particulars of any rights, as respects capital, to participate in a distribution (including on winding up); and
- 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.

Please use a prescribed particulars continuation page if necessary.

Class of share

Prescribed particulars

Class of share

Prescribed particulars

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Prescribed particulars

Class of share	DEFINITIONS	Prescribed particulars of rights attached to shares
Prescribed particulars 1	<p>Please give the prescribed particulars of rights attached to shares for each class of share shown in the statement of capital share tables in Section B1.</p> <p>"A Ordinary Shares" means the A ordinary shares of £0.01 each in the capital of the Company.</p> <p>"Accounts" means the audited individual accounts of the Company or, if at the end of the relevant financial year the Company is a parent company and is not exempt from the requirement to produce group accounts, the audited group accounts of the Company and its subsidiary undertaking(s), for each financial year.</p> <p>"Bad Leaver" means unless otherwise determined by the Board with Investor Consent, a Leaver whose reason for ceasing employment or appointment with the Company) is either:</p> <p>(a) that they voluntarily resign as an Employee other than as a result of mental or physical ill health provided that such ill health:</p> <p>(i) is not caused by or related to alcohol or drug dependency; and</p> <p>(ii) is determined the Board (having sought independent medical opinion) as resulting in them being unable to perform all or substantially all of their duties as an Employee, or</p> <p>that their employment or appointment is terminated by the Group due to circumstances which would entitle any Group Company to summarily dismiss him.</p> <p>"Bank" means any provider of finance facilities to my Group Company from time to time and including Shawbrook Bank Limited.</p> <p>"BGF Investment Amount" means the aggregate of: (i) the amounts paid up or credited as paid up on any share subscribed by BGF including any premium provided that in the case of an Equity Share acquired by purchase by BGF, means the purchase price paid for such Equity Share and in the case of an Equity Share which BGF may be entitled to have allotted to it subject to the terms of any option agreement entered into by the Company and BGF, means any consideration paid on grant and/or exercise of any option(s) under the option agreement; and (ii) the amount subscribed by BGF for BGF Loan Notes from time to time.</p> <p>"BGF Loan Note" means any unsecured loan notes to be constituted and issued in accordance with the terms of any BGF Loan Note Instrument.</p> <p>"BGF Loan Note Instrument" means any loan note instrument of any Group Company creating loan notes subscribed for by BGF from time to time.</p> <p>"BGF Relevant Exit Amount" means (1.5 x BGF Investment Amount) minus BGF Return Amount, and shall never be less than £1.</p> <p>"B Ordinary Shares" means the B ordinary shares of £0.01 each in the capital of the Company.</p>	<p>The particulars are:</p> <p>a. particulars of any voting rights, including rights that arise only in certain circumstances;</p> <p>b. particulars of any rights, as respects dividends, to participate in a distribution;</p> <p>c. particulars of any rights, as respects capital, to participate in a distribution (including on winding up); and</p> <p>d. whether the shares are to be redeemed or are liable to be redeemed at the option of the company or the shareholder.</p> <p>A separate table must be used for each class of share.</p>

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Prescribed particulars

	Please give the prescribed particulars of rights attached to shares for each class of share shown in the statement of capital share tables in Section B1.	
Class of share	DEFINITIONS	
Prescribed particulars 1	<p>"Board" means the board of directors of the Company from time to time.</p> <p>"Business Day" means a day (other than a Saturday or Sunday) on which clearing banks are open for business in the City of London and Edinburgh.</p> <p>"Company" means Window Supply Company Ltd.</p> <p>"Controlling Interest" means an interest in shares (as defined in Schedule I of the CA2006) conferring in aggregate more than 50% of the total voting rights conferred by all the shares in the equity share capital of the Company for the time being in issue.</p> <p>"Disposal" means the sale or other disposal (whether by one transaction or a series of related transactions) of:</p> <p>(a) the whole or a substantial part of the business and assets of the Company; or</p> <p>(b) 50% or more of the issued share capital of and immediate Subsidiary or Subsidiaries to the extent that it or they comprise the whole or a substantial part of the business and assets of the Group.</p> <p>"Dividend Date" means the due date for payment of any instalment of the Long Term Dividend pursuant to Article 3.1.1(b) (Rights attaching to shares - income).</p> <p>"Employee" means a person who is employed by, or is a consultant to, any Group Company and/or holds the office of executive director in any Group Company (but for the avoidance of doubt, shall exclude any person who holds office as a non-executive director of the Company).</p> <p>"Enhanced Voting Event" means any occasion when:</p> <p>(a) the Company and/or the directors of the Company are in breach of any of the provisions of the consent provisions contained within the Investment Agreement; and/or</p> <p>(b) the Company fails to pay, within 10 Business Days of the date on which BGF notifies it in writing that it has failed to pay when due</p> <p>(i) any interest pursuant to the terms of any BGF Loan Note Instrument and/or</p> <p>(ii) any accrued Long Term Dividend; and/or</p> <p>(c) the Company fails to redeem, within 10 Business Days of the date on which BGF notifies it in writing that it has failed to redeem when due, any due and payable BGF Loan Notes issued pursuant to any BGF Loan Note Instrument; and/or</p> <p>(d) any of Ronald Hepburn, Duncan Murray or Martin Linden is no longer employed by the Group for any reason; and/or</p> <p>(e) any Group Company is in breach of any financial covenants provided to the Bank;</p> <p>(f) the board of any Group Company is proposing a liquidation of that Group Company other than by way of a members voluntary liquidation</p>	<p>1 Prescribed particulars of rights attached to shares</p> <p>The particulars are:</p> <p>a. particulars of any voting rights, including rights that arise only in certain circumstances;</p> <p>b. particulars of any rights, as respects dividends, to participate in a distribution;</p> <p>c. particulars of any rights, as respects capital, to participate in a distribution (including on winding up); and</p> <p>d. whether the shares are to be redeemed or are liable to be redeemed at the option of the company or the shareholder.</p> <p>A separate table must be used for each class of share.</p>

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Prescribed particulars

	Please give the prescribed particulars of rights attached to shares for each class of share shown in the statement of capital share tables in Section B1.	Prescribed particulars of rights attached to shares
Class of share	DEFINITIONS	
Prescribed particulars 0	<p>"Equity Shares" means the Ordinary Shares and the A Ordinary Shares.</p> <p>"Exit" means a Sale, a Disposal, a Liquidation, or a Return of Capital.</p> <p>"Exit Proceeds" means (i) the surplus assets and retained profits of the Company after payment of all liabilities and available for distribution to the members on a Return of Capital or (ii) the proceeds of an Exit, in each case after payment of all amounts outstanding under the Loan Notes (if any), and payment of any Long Term Dividend to be made in accordance with Article 3.1.3(d) (Declaration and payment of dividends).</p> <p>"Good Leaver" means a Leaver who is not a Bad Leaver.</p> <p>"Group" means the Company and its Subsidiaries (if any) for the time being and "Group Company" means any of them.</p> <p>"Independent Director" means a director appointed pursuant to Article 18.3 (The Investor Director and Independent Director).</p> <p>"Investment Agreement" means the investment agreement entered into on or around December 2019 between, among others: (1) the Company (2) and the managers (as defined in that document); and (3) 8GF as that agreement may be amended from time to time.</p> <p>"Investor Consent" means the prior written consent of BGF.</p> <p>"Investor Director" means the director of the Company appointed by BGF under Article 18 (The Investor Director and Independent Director) or the Investment Agreement or his alternate.</p> <p>"Leaver" means:</p> <p>(a) an Employee who ceases to be so for whatever reason and does not continue to be an Employee by reason of his status in relation to any Group Company; or</p> <p>(b) a director appointed as an Independent Director (whether appointed as Chairman or not) who ceases to be so for whatever reason and does not continue to be the Chairman/Independent Director by reason of his status in relation to any Group Company</p> <p>"Listing" means the becoming effective of a listing of any Group Company's securities on a Stock Exchange or the granting of permission for any of any Group Company's securities to be traded on a Stock Exchange and the listing shall be treated as occurring on the day on which trading in the securities began.</p> <p>"Listing Value" means, in the event of a Listing, the market value of the Listing Shares determined by reference to the price per share at which such shares are to be offered for sale, placed or otherwise marketed pursuant to the arrangements relating to the Listing, all as determined by the financial advisers to the Company or, if none, the broker appointed by the Board to advise in connection with the Listing.</p>	<p>The particulars are:</p> <p>a. particulars of any voting rights, including rights that arise only in certain circumstances;</p> <p>b. particulars of any rights, as respects dividends, to participate in a distribution;</p> <p>c. particulars of any rights, as respects capital, to participate in a distribution (including on winding up); and</p> <p>d. whether the shares are to be redeemed or are liable to be redeemed at the option of the company or the shareholder.</p> <p>A separate table must be used for each class of share.</p>

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	Please give the prescribed particulars of rights attached to shares for each class of share shown in the statement of capital share tables in Section B1.	
Class of share	DEFINITIONS	
Prescribed particulars 1	<p>"Liquidation" means the liquidation, dissolution or winding-up of the Company pursuant to the making of a winding-up order by the court on the passing of a resolution by the members that the Company be wound up or dissolved (save for a solvent winding-up for the purpose of reconstruction or amalgamation previously approved by a resolution of the members with Investor Consent)</p> <p>"Long Term Dividend" a cumulative preferential net cash dividend in respect of each financial year from and including the financial year ending or current on 31 March 2026 and ending on the date an independent third party acquires all of the Equity Shares of a sum which is equal to the higher of: the Minimum Fixed Return and 10% of the Net Profits.</p> <p>"Minimum Fixed Return" means a sum which is equal to 10% of the amount Credited as Paid Up on the A Ordinary Shares.</p> <p>"Net Profits" means the profit on ordinary activities after taxation of the Company and its Subsidiaries (if any) calculated on the historical cost accounting basis and shown in the Accounts for the relevant financial year but adjusted by adding back any payment or provision which has been made for any dividend on any share capital of the Company or any of its Subsidiaries and all amortisation of goodwill.</p> <p>"Ordinary Shares" means the ordinary shares of £0.01 each in the capital of the Company.</p> <p>"Paid" means paid or credited as paid.</p> <p>"Pre-New Money Valuation" means the result of multiplying the total number of Equity Shares in Issue immediately prior to a Listing (excluding any new Ordinary Shares to be issued upon the Listing) by the Realisation Price.</p> <p>"Realisation Price" means the value of each Ordinary Share in issue immediately prior to a Listing (excluding any new Ordinary Shares to be issued upon the Listing), determined by reference to the price per share at which Ordinary Shares in the Company are to be offered for sale, placed or otherwise marketed pursuant to such Listing.</p> <p>"Return of Capital" means a return of capital of the Company other than a redemption of shares or the purchase by the Company of its own shares.</p>	

1 Prescribed particulars of rights attached to shares

The particulars are:

- a. particulars of any voting rights, including rights that arise only in certain circumstances;
- b. particulars of any rights, as respects dividends, to participate in a distribution;
- c. particulars of any rights, as respects capital, to participate in a distribution (including on winding up); and
- d. whether the shares are to be redeemed or are liable to be redeemed at the option of the company or the shareholder.

A separate table must be used for each class of share.

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Prescribed particulars

	Please give the prescribed particulars of rights attached to shares for each class of share shown in the statement of capital share tables in Section B1.	Prescribed particulars of rights attached to shares
Class of share	DEFINITIONS	
Prescribed particulars 1	<p>"Sale means" (a) the sale or other disposal (whether by one transaction or a series of related transactions) of (i) a Controlling Interest or (ii) 50% or more of the issued share capital of the Company on completion; or (b) where the purchaser(s) and its connected persons (within the meaning of Section 252, CA 2006) or associated bodies corporate (within the meaning of Section 256, C:A2006), as appropriate, already hold shares in the capital of the Company, the sale or other disposal of such number of shares such that the purchaser(s) and his connected persons or associated bodies corporate, as appropriate, hold (i) a Controlling Interest or (ii) 50% or more of the issued share capital of the Company (other than where the purchaser (together with its connected persons) holds (i) a Controlling Interest or (ii) 50% or more of the issued share capital of the Company immediately before a purchase of shares).</p> <p>"Stock Exchange" means The London Stock Exchange pic (including the Alternative Investment Market operated by The London Stock Exchange pic), and any other recognised investment exchange (as defined by Section 285, Financial Services and Markets Act 2000) and their respective share dealing markets.</p> <p>"Subsidiary" means a subsidiary (as defined in Section 1159, CA 2006) or a subsidiary undertaking (as defined in Section 1162, CA 2006) and "Subsidiaries" shall be construed accordingly</p>	<p>The particulars are:</p> <ul style="list-style-type: none"> a. particulars of any voting rights, including rights that arise only in certain circumstances; b. particulars of any rights, as respects dividends, to participate in a distribution; c. particulars of any rights, as respects capital, to participate in a distribution (including on winding up); and d. whether the shares are to be redeemed or are liable to be redeemed at the option of the company or the shareholder. <p>A separate table must be used for each class of share.</p>

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Prescribed particulars

	Please give the prescribed particulars of rights attached to shares for each class of share shown in the statement of capital share tables in Section B1.	Prescribed particulars of rights attached to shares
Class of share	ORDINARY SHARES	
Prescribed particulars 1	<p>a. Voting</p> <p>Subject to the below paragraphs, the holders of the Equity Shares shall have the right to receive notice of and attend and vote and speak at any general meeting of the Company and shall be entitled to vote on any written resolution of the Company. Save, in each case, as provided otherwise in the CA 2006, each such holder present in person or by proxy or by representative shall be entitled on a show of hands to one vote and on a poll or written resolution to one vote for each Equity Share held by him.</p> <p>Subject to the Enhanced Voting Rights paragraph below and Article 18.5 (The Investor Director and Independent Director), the voting rights conferred on the Equity Shares held by the holders of the A Ordinary Shares pursuant to the Enhanced Voting Rights shall be restricted to the lower of 40% of the voting rights attaching to all shares and the number of votes allocated pursuant to the above paragraph.</p> <p>The B Ordinary Shares shall not have the right to receive notice of and attend and vote and speak at any general meeting of the Company and shall not be entitled to vote on any written resolution of the Company.</p> <p>Enhanced Voting Rights</p> <p>If any Enhanced Voting Event occurs then BGF may serve written notice(s) on the Company of the Enhanced Voting Event requiring that from the date such notice is served until such notice has been withdrawn by BGF, BGF's voting rights shall be increased to:</p> <p>(a) in the case of an Enhanced Voting Event referred to in paragraphs (c), (e) and/ or (f) of the definition of Enhanced Voting Event, 51% of the voting rights attaching to the Company's shares and/or Article 17.2 be activated; and</p> <p>(b) in the case of an Enhanced Voting Event referred to in paragraphs (a), (b) and/or (d) of the definition of Enhanced Voting Event, 49.99% of the voting rights attaching to the Company's shares</p> <p>b. Dividends</p> <p>The holders of A Ordinary Shares as a class shall be entitled to receive, in priority to the holders of the Ordinary Shares the Long Term Dividend. The Long Term Dividend shall be paid on the earlier of:</p> <p>(i) end of July in each year in respect of the financial year of the Company ending on 31 March of that year; or</p> <p>(ii) 3 Business Days after the Accounts for the relevant financial year are approved by the Board,</p> <p>provided that if, due to delays in the preparation of the Accounts, the Long Term Dividend cannot be calculated by the date it is due for payment there shall be paid forthwith (subject always to Article 3.1.3(c)) the Minimum Fixed Return. The next and (if appropriate) any subsequent Long Term Dividend shall be adjusted to take account of any underpayment in respect of the said Long Term Dividend which becomes apparent when the Accounts are available.</p>	<p>The particulars are:</p> <p>a. particulars of any voting rights, including rights that arise only in certain circumstances;</p> <p>b. particulars of any rights, as respects dividends, to participate in a distribution;</p> <p>c. particulars of any rights, as respects capital, to participate in a distribution (including on winding up); and</p> <p>d. whether the shares are to be redeemed or are liable to be redeemed at the option of the company or the shareholder.</p> <p>A separate table must be used for each class of share.</p>

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Prescribed particulars

	Please give the prescribed particulars of rights attached to shares for each class of share shown in the statement of capital share tables in Section B1.	● Prescribed particulars of rights attached to shares
Class of share	ORDINARY SHARES	
● Prescribed particulars	<p>If the Long Term Dividend needs to be calculated to a date part way through the Company's financial year it will be calculated according to the Net Profits earned in the relevant period by reference to the most relevant financial information available at that time.</p> <p>Further Distributions</p> <p>Subject to Investor Consent, the balance of any profits of the Company resolved to be distributed in any financial year or period shall be distributed amongst the holders of the Equity Shares pro rata according to the number of Equity Shares held. The holder of B Ordinary Shares shall not be entitled to receive payment of any dividend in respect of the B Ordinary Shares of which he is the registered holder.</p> <p>c. Capital</p> <p>Subject always to the provisions of Article 10.11 (Leavers' Offered Shares), on an Exit, the Exit Proceeds will be distributed in the following order and Priority if such Exit Proceeds are equal to or less than the A Ordinary Threshold:</p> <ol style="list-style-type: none"> 1. A Ordinary Shares. Amount to be paid: BGF Relevant Exit Amount 2. Ordinary Shares and B Ordinary Shares (as if one class). Amount to be paid: The balance of the Exit Proceeds <p>Except where the above applies, on an Exit and subject always to the provisions of Article 10.11 (Leavers' Offered Shares) the Exit Proceeds will be distributed among the holders of the Equity Shares and B Ordinary Shares pro rata (as if the Equity Shares and B Ordinary Shares constituted one and the same class) to the Equity Shares and B Ordinary Shares held, provided always that where this application would result in a higher amount payable to the A Ordinary Shares than the application above, these provisions shall apply.</p> <p>Any return on a particular class of shares will be made amongst their holders pro rata as nearly as possible to their respective holdings of shares of that class.</p> <p>Immediately prior to and conditional upon a Listing, the shareholders of the Company shall enter into such arrangements (including but not limited to a reorganisation of the share capital of the Company and/or the issue of further shares in the capital of the Company) as they may agree, or in the absence of such agreement as the Board (with Investor Consent) may reasonably specify, to ensure that the Listing Value is allocated amongst the holders of Equity Shares and the B Ordinary Shares in the same proportions as the Exit Proceeds would be allocated amongst the holders of Equity Shares and the B Ordinary Shares on a Sale at the Listing Value pursuant to the provisions of Article 3.2 (Capital) at that date.</p> <p>d. the shares are not redeemable</p>	<p>The particulars are:</p> <ol style="list-style-type: none"> a. particulars of any voting rights, including rights that arise only in certain circumstances; b. particulars of any rights, as respects dividends, to participate in a distribution; c. particulars of any rights, as respects capital, to participate in a distribution (including on winding up); and d. whether the shares are to be redeemed or are liable to be redeemed at the option of the company or the shareholder. <p>A separate table must be used for each class of share.</p>

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	Please give the prescribed particulars of rights attached to shares for each class of share shown in the statement of capital share tables in Section B1.	<p>Prescribed particulars of rights attached to shares</p> <p>The particulars are:</p> <p>a. particulars of any voting rights, including rights that arise only in certain circumstances;</p> <p>b. particulars of any rights, as respects dividends, to participate in a distribution;</p> <p>c. particulars of any rights, as respects capital, to participate in a distribution (including on winding up); and</p> <p>d. whether the shares are to be redeemed or are liable to be redeemed at the option of the company or the shareholder.</p> <p>A separate table must be used for each class of share.</p>
Class of share	A ORDINARY SHARES	
<p>Prescribed particulars</p> <p>1</p>	<p>a. Voting</p> <p>Subject to the below paragraphs, the holders of the Equity Shares shall have the right to receive notice of and attend and vote and speak at any general meeting of the Company and shall be entitled to vote on any written resolution of the Company. Save, in each case, as provided otherwise in the CA 2006, each such holder present in person or by proxy or by representative shall be entitled on a show of hands to one vote and on a poll or written resolution to one vote for each Equity Share held by him.</p> <p>Subject to the Enhanced Voting Rights paragraph below and Article 18.5 (The Investor Director and Independent Director), the voting rights conferred on the Equity Shares held by the holders of the A Ordinary Shares pursuant to the Enhanced Voting Rights shall be restricted to the lower of 40% of the voting rights attaching to all shares and the number of votes allocated pursuant to the above paragraph.</p> <p>The B Ordinary Shares shall not have the right to receive notice of and attend and vote and speak at any general meeting of the Company and shall not be entitled to vote on any written resolution of the Company.</p> <p>Enhanced Voting Rights</p> <p>If any Enhanced Voting Event occurs then BGF may serve written notice (s) on the Company of the Enhanced Voting Event requiring that from the date such notice is served until such notice has been withdrawn by BGF, BGF's voting rights shall be increased to:</p> <p>(a) In the case of an Enhanced Voting Event referred to in paragraphs (c), (e) and/ or (f) of the definition of Enhanced Voting Event, 51% of the voting rights attaching to the Company's shares and/or Article 17.2 be activated; and</p> <p>(b) in the case of an Enhanced Voting Event referred to in paragraphs (a), (b) and/ or (d) of the definition of Enhanced Voting Event, 49.99% of the voting rights attaching to the Company's shares</p> <p>b. Dividends</p> <p>The holders of A Ordinary Shares as a class shall be entitled to receive, in priority to the holders of the Ordinary Shares the Long Term Dividend. The Long Term Dividend shall be paid on the earlier of:</p> <p>(i) end of July in each year in respect of the financial year of the Company ending on 31 March of that year; or</p> <p>(ii) 3 Business Days after the Accounts for the relevant financial year are approved by the Board,</p> <p>provided that if, due to delays in the preparation of the Accounts, the Long Term Dividend cannot be calculated by the date it is due for payment there shall be paid forthwith (subject always to Article 3.1.3(c)) the Minimum Fixed Return. The next and (if appropriate) any subsequent Long Term Dividend shall be adjusted to take account of any underpayment in respect of the said Long Term Dividend which becomes apparent when the Accounts are available.</p>	

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B2

Prescribed particulars

	Please give the prescribed particulars of rights attached to shares for each class of share shown in the statement of capital share tables in Section B1.	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.
Class of share	A ORDINARY SHARES	
Prescribed particulars a	<p>If the Long Term Dividend needs to be calculated to a date part way through the Company ' s financial year it will be calculated according to the Net Profits earned in the relevant period by reference to the most relevant financial information available at that time.</p> <p>Further Distributions Subject to Investor Consent, the balance of any profits of the Company resolved to be distributed in any financial year or period shall be distributed amongst the holders of the Equity Shares pro rata according to the number of Equity Shares held. The holder of B Ordinary Shares shall not be entitled to receive payment of any dividend in respect of the B Ordinary Shares of which he is the registered holder.</p> <p>c. Capital Subject always to the provisions of Article 10.11 (Leavers' Offered Shares), on an Exit, the Exit Proceeds will be distributed in the following order and Priority if such Exit Proceeds are equal to or less than the A Ordinary Threshold:</p> <ol style="list-style-type: none"> 1. A Ordinary Shares. Amount to be paid: BGF Relevant Exit Amount 2. Ordinary Shares and B Ordinary Shares (as if one class). Amount to be paid: The balance of the Exit Proceeds <p>Except where the above applies, on an Exit and subject always to the provisions of Article 10.11 (Leavers ' Offered Shares) the Exit Proceeds will be distributed among the holders of (he Equity Shares and B Ordinary Shares pro rata (as if the Equity Shares and B Ordinary Shares constituted one and the same class) to the Equity Shares and B Ordinary Shares held, provided always that where this application would result in a higher amount payable to the A Ordinary Shares than the application above, these provisions shall apply.</p> <p>Any return on a particular class of shares will be made amongst their holders pro rata as nearly as possible to their respective holdings of shares of that class.</p> <p>Immediately prior to and conditional upon a Listing, the shareholders of the Company shall enter into such arrangements (including but not limited to a reorganisation of the share capital of the Company and/or the issue of further shares in the capital of the Company) as they may agree, or in the absence of such agreement as the Board (with Investor Consent) may reasonably specify, to ensure that the Listing Value is allocated amongst the holders of Equity Shares and the B Ordinary Shares in the same proportions as the Exit Proceeds would be allocated amongst the holders of Equity Shares and the B Ordinary Shares on a Sale at the Listing Value pursuant to the provisions of Article 3.2 (Capital) at that date.</p> <p>d. the shares are not redeemable</p>	

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B2

Prescribed particulars

	Please give the prescribed particulars of rights attached to shares for each class of share shown in the statement of capital share tables in Section B1.	Prescribed particulars of rights attached to shares
Class of share	B ORDINARY SHARES	
Prescribed particulars 1	<p>a. Voting</p> <p>Subject to the below paragraphs, the holders of the Equity Shares shall have the right to receive notice of and attend and vote and speak at any general meeting of the Company and shall be entitled to vote on any written resolution of the Company. Save, in each case, as provided otherwise in the CA 2006, each such holder present in person or by proxy or by representative shall be entitled on a show of hands to one vote and on a poll or written resolution to one vote for each Equity Share held by him.</p> <p>Subject to the Enhanced Voting Rights paragraph below and Article 18.5 (The Investor Director and Independent Director), the voting rights conferred on the Equity Shares held by the holders of the A Ordinary Shares pursuant to the Enhanced Voting Rights shall be restricted to the lower of 40% of the voting rights attaching to all shares and the number of votes allocated pursuant to the above paragraph.</p> <p>The B Ordinary Shares shall not have the right to receive notice of and attend and vote and speak at any general meeting of the Company and shall not be entitled to vote on any written resolution of the Company.</p> <p>Enhanced Voting Rights</p> <p>If any Enhanced Voting Event occurs then BGF may serve written notice (s) on the Company of the Enhanced Voting Event requiring that from the date such notice is served until such notice has been withdrawn by BGF, BGF ' s voting rights shall be increased to:</p> <p>(a) in the case of an Enhanced Voting Event referred to in paragraphs (c), (e) and/ or (f) of the definition of Enhanced Voting Event, 51% of the voting rights attaching to the Company ' s shares and/or Article 17.2 be activated; and</p> <p>(b) in the case of an Enhanced Voting Event referred to in paragraphs (a), (b) and/or (d) of the definition of Enhanced Voting Event, 49.99% of the voting rights attaching to the Company ' s shares</p> <p>b. Dividends</p> <p>The holders of A Ordinary Shares as a class shall be entitled to receive, in priority to the holders of the Ordinary Shares the Long Term Dividend. The Long Term Dividend shall be paid on the earlier of:</p> <p>(i) end of July in each year in respect of the financial year of the Company ending on 31 March of that year; or</p> <p>(ii) 3 Business Days after the Accounts for the relevant financial year are approved by the Board,</p> <p>provided that if, due to delays in the preparation of the Accounts, the Long Term Dividend cannot be calculated by the date it is due for payment there shall be paid forthwith (subject always to Article 3.1.3(c)) the Minimum Fixed Return. The next and (if appropriate) any subsequent Long Term Dividend shall be adjusted to take account of any underpayment in respect of the said Long Term Dividend which becomes apparent when the Accounts are available.</p>	<p>The particulars are:</p> <p>a. particulars of any voting rights, including rights that arise only in certain circumstances;</p> <p>b. particulars of any rights, as respects dividends, to participate in a distribution;</p> <p>c. particulars of any rights, as respects capital, to participate in a distribution (including on winding up); and</p> <p>d. whether the shares are to be redeemed or are liable to be redeemed at the option of the company or the shareholder.</p> <p>A separate table must be used for each class of share.</p>

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B2	Prescribed particulars	
	Please give the prescribed particulars of rights attached to shares for each class of share shown in the statement of capital share tables in Section B1.	
Class of share	B ORDINARY SHARES	
Prescribed particulars ①	<p>If the Long Term Dividend needs to be calculated to a date part way through the Company's financial year it will be calculated according to the Net Profits earned in the relevant period by reference to the most relevant financial information available at that time.</p> <p>Further Distributions</p> <p>Subject to Investor Consent, the balance of any profits of the Company resolved to be distributed in any financial year or period shall be distributed amongst the holders of the Equity Shares pro rata according to the number of Equity Shares held. The holder of B Ordinary Shares shall not be entitled to receive payment of any dividend in respect of the B Ordinary Shares of which he is the registered holder.</p> <p>c. Capital</p> <p>Subject always to the provisions of Article 10.11 (Leavers' Offered Shares), on an Exit, the Exit Proceeds will be distributed in the following order and Priority if such Exit Proceeds are equal to or less than the A Ordinary Threshold:</p> <ol style="list-style-type: none"> 1. A Ordinary Shares. Amount to be paid: BGF Relevant Exit Amount 2. Ordinary Shares and 8 Ordinary Shares (as if one class). Amount to be paid: The balance of the Exit Proceeds <p>Except where the above applies, on an Exit and subject always to the provisions of Article 10.11 (Leavers' Offered Shares) the Exit Proceeds will be distributed among the holders of (he Equity Shares and B Ordinary Shares pro rata (as if the Equity Shares and B Ordinary Shares constituted one and the same class) to the Equity Shares and B Ordinary Shares held, provided always that where this application would result in a higher amount payable to the A Ordinary Shares than the application above, these provisions shall apply.</p> <p>Any return on a particular class of shares will be made amongst their holders pro rata as nearly as possible to their respective holdings of shares of that class.</p> <p>Immediately prior to and conditional upon a Listing, the shareholders of the Company shall enter into such arrangements (including but not limited to a reorganisation of the share capital of the Company and/or the issue of further shares in the capital of the Company) as they may agree, or in the absence of such agreement as the Board (with Investor Consent) may reasonably - specify, to ensure that the Listing Value is allocated amongst the holders of Equity Shares and the B Ordinary Shares in the same proportions as the Exit Proceeds would be allocated amongst the holders of Equity Shares and the B Ordinary Shares on a Sale at the Listing Value pursuant to the provisions of Article 3.2 (Capital) at that date.</p> <p>d. the shares are not redeemable</p>	<p>① Prescribed particulars of rights attached to shares</p> <p>The particulars are:</p> <ol style="list-style-type: none"> a. particulars of any voting rights, including rights that arise only in certain circumstances; b. particulars of any rights, as respects dividends, to participate in a distribution; c. particulars of any rights, as respects capital, to participate in a distribution (including on winding up); and d. whether the shares are to be redeemed or are liable to be redeemed at the option of the company or the shareholder. <p>A separate table must be used for each class of share.</p>

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Confirmation statement

Part 4 Shareholder information change

Only use this Part to tell us of a change to shareholder information since the company last delivered this information.

☒ If completed this Part must be sent at the same time as your confirmation statement.

☒ Not required for companies without share capital or DTR5 companies.

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

D1 Shareholder information for a non-traded company

How is the list of shareholders enclosed. Please tick the appropriate box below:

☒ The list of shareholders is enclosed on paper.

☐ The list of shareholders is enclosed in another format.

Further shareholders
Please use a Shareholder information (for a non-traded company) continuation page if necessary.

Show any information that has changed for each person.

Please list the company shareholders in alphabetical order. Joint shareholders should be listed consecutively.

Shareholder's Name (Address not required)	Class of share	Shares held at confirmation date	Shares transferred (if appropriate)	
		Number of shares	Number of shares	Date of registration of transfer
Duncan McLelland Murray	Ordinary	45,713		/ /
Ronald Edward Hepburn	Ordinary	15,774		/ /
Martin Linden	Ordinary	24,379		/ /
BGF Nominees Limited (a/c BGF Investments LP (LP014928))	Ordinary	8,110		/ /
BGF Nominees Limited (a/c BGF Investments LP (LP014928))	A Ordinary	51,311		/ /
Greg Hall	Ordinary	5,523		/ /
Maurice McBride	Ordinary	3,040		/ /
Maurice McBride	B ordinary	632		/ /