

# SH10

## Notice of particulars of variation of rights attached to shares

Oyez

☒ What this form is for  
You may use this form to give notice of particulars of variation of rights attached to shares

☐ What this form is NOT for  
You cannot use this form to give notice of particulars of variation of rights of members of a company without share capital. To do this, please use form SH10A.

MONDAY



LD7

"L42UAW00"

09/03/2015

COMPANIES HOUSE

#21

### 1 Company details

Company number 0 2 7 4 6 6 1 6

Company name in full RELX Group plc

#### Filling in this form

Please complete in typescript or in bold black capitals

All fields are mandatory unless specified or indicated by \*

### 2 Date of variation of rights

Date of variation of rights 2 5 0 2 2 0 1 5

### 3 Details of variation of rights

Please give details of the variation of rights attached to shares.

Variation

Each of the "R" shares and the "E" shares have become non-voting shares. In addition, there have been certain other changes to the income and capital rights attaching to the "R" shares and the "E" shares. See the attached continuation pages.

#### Continuation pages

Please use a continuation page if you need to enter more details

### 4 Signature

I am signing this form on behalf of the company

Signature

Signature

X *Sham Wintal* X

This form may be signed by

Director 1 Secretary, Person authorised 2 Administrator, Administrative receiver, Receiver, Receiver manager, Charity commission receiver and manager, CIC manager

#### 1 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

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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

Tamara Young

Company name

Freshfields Bruckhaus Deringer LLP

Address

65 Fleet Street

London

England

Post town

United Kingdom

County/Region

Postcode

E

C

4

Y

1

H

S

Country

DX

DX 23 London/Chancery Lane

Telephone

020 7936 4000



### 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 entered the date of variation of rights in section 2
- ☐ You have provided details of the variation of rights in section 3
- ☐ 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.companieshouse.gov.uk](http://www.companieshouse.gov.uk) 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.companieshouse.gov.uk](http://www.companieshouse.gov.uk)

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## 3 Details of variation of rights

	Please give details of the variation of rights attached to shares	
Variation	<p><u>Rights attaching to the "R" shares</u></p> <p>1) <u>Voting rights</u></p> <p>The "R" shares do not confer any voting rights</p> <p>(2) <u>Income</u></p> <p>Except with the approval of the holder of the "R" shares (the <b>R shareholder</b>) and the holder of the "E" shares (the <b>E shareholder</b>), the profits which the Company may determine to distribute by way of dividend shall be applied</p> <p>(a) first, in paying as a dividend on</p> <p>(i) the "R" shares, an amount equal to the amount that the R shareholder has advised that it will require in order to be able to meet in full its future payment obligations, taking into account the resources that it has available (other than dividends paid by the Company), and</p> <p>(ii) the "E" shares, an amount equal to the amount that the E shareholder has advised that it will require in order to be able to meet in full its future payment obligations, taking into account the resources that it has available (other than dividends paid by the Company),</p> <p>provided that, if the amount of the dividend to be distributed pursuant to this paragraph is less than the total required to satisfy such liabilities of the R shareholder and the E shareholder, the amount payable on each of the "R" shares and the "E" shares shall be reduced pro rata,</p> <p>(b) second, in paying as a dividend on</p> <p>(i) the "R" shares the amount required (if any) to ensure that the relevant accounts of the R shareholder show positive distributable reserves, and</p> <p>(ii) the "E" shares the amount required (if any) to ensure that the relevant accounts of the E shareholder show positive distributable reserves,</p>	

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## 3 Details of variation of rights

	Please give details of the variation of rights attached to shares	
Variation	<p>provided that (unless the R shareholder and the E shareholder notify the Company that they have agreed otherwise) if the amount available for distribution under this paragraph is less than the total required to ensure that the relevant accounts of each of the R shareholder and the E shareholder show positive distributable reserves, the amounts payable on the "R" shares and the "E" shares shall be reduced pro rata, and</p> <p>(c) third, in paying as a dividend on</p> <p>(1) the "R" shares, the amount of the agreed dividend to be paid to the shareholders of the R shareholder, taking into account the resources that it has available (other than dividends paid by the Company), and</p> <p>(11) the "E" shares, the amount of the agreed dividend to be paid to the shareholders of the E shareholder, taking into account the resources that it has available (other than dividends paid by the Company),</p> <p>provided that, if the amount of the dividend to be distributed pursuant to this paragraph is less than the total amount of the agreed dividends to be paid to the shareholders of the R shareholder and the E shareholder, the amount to be so distributed shall be divided between the R shareholder and the E shareholder in such proportion as is necessary to ensure that the ability of those shareholders to pay the cash elements of the dividends payable by each of the R shareholder and the E shareholder to their respective shareholders is reduced pro rata.</p> <p>If, in relation to any proposed dividend payment, the R shareholder notifies the Company that it will be unable, by reason of any provision having the force of law, to make payment in full of its proposed dividend to its shareholders, it may request that the amount payable pursuant to paragraph (c) above be credited to a separate reserve in the books of the Company (a <b>Deferred Dividend Reserve</b>) to be used for the purpose of paying supplementary dividends to the R shareholder in future to enable it to make compensatory payments to its shareholders.</p>	

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## 3 Details of variation of rights

Please give details of the variation of rights attached to shares	
Variation	<p>(3) <u>Capital</u></p> <p>On a winding up of the Company, following the distribution to be made to the holders of the "Ordinary" shares in accordance with the rights attached to such shares, the assets of the Company available for distribution to shareholders shall be applied in the following order (and based on the assumption that each of the R shareholder and the E shareholder is also wound up)</p> <p>(a) in paying</p> <p>(1) to the R shareholder, the amount that the R shareholder requires in order to be able to meet in full the amount of its liabilities which would be provable in a winding-up of the R shareholder, taking into account the resources that would be available to the R shareholder in a wind-up, other than amounts received from the Company, and</p> <p>(11) to the E shareholder, the amount that the E shareholder requires in order to be able to meet in full the amount of its liabilities which would be provable in a winding-up of the E shareholder, taking into account the resources that would be available to the E shareholder in a wind-up, other than amounts received from the Company,</p> <p>provided that, if the amount available for distribution is less than the total required to satisfy such liabilities of the R shareholder and the E shareholder, the amounts to be distributed pursuant to this paragraph shall be reduced pro rata,</p> <p>(b) in paying to the R shareholder and the E shareholder an amount equal to the amount standing to the credit of any Deferred Dividend Reserve in the name of the relevant shareholder, provided that, if the amount to be distributed is not sufficient to pay such amounts, the amount paid to each shareholder pursuant to this paragraph shall be reduced pro rata, and</p>

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## 3 Details of variation of rights

	Please give details of the variation of rights attached to shares	
Variation	<p>c) in paying</p> <p>(1) to the R shareholder, the amount of the remaining assets agreed to be paid to the R shareholder, and</p> <p>(11) to the E shareholder, the amount of the remaining assets agreed to be paid to the E shareholder</p> <p>The liquidator may at any time make an interim or final distribution pursuant to any of the above paragraphs, provided that any distributions required by the preceding paragraphs have already been paid. Such payments shall be divided between the R shareholder and the E shareholder in such proportions as to secure (as far as possible) that, having regard to any previous distributions made pursuant to that paragraph but assuming that no further such distributions will be made, the aggregate of the amounts paid to the R shareholder and the E shareholder pursuant to that paragraph is divided between them in accordance with the requirements of that paragraph</p> <p>(4) <u>Redemption</u></p> <p>The "R" shares do not confer any right of redemption</p>	

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## 3 Details of variation of rights

	Please give details of the variation of rights attached to shares	
Variation	<p><u>Rights attaching to the "E" shares</u></p> <p>1) <u>Voting rights</u></p> <p>The "E" shares do not confer any voting rights</p> <p>(2) <u>Income</u></p> <p>Except with the approval of the holder of the "R" shares (the <b>R shareholder</b>) and the holder of the "E" shares (the <b>E shareholder</b>), the profits which the Company may determine to distribute by way of dividend shall be applied</p> <p>(a) first, in paying as a dividend on</p> <p>(i) the "R" shares, an amount equal to the amount that the R shareholder has advised that it will require in order to be able to meet in full its future payment obligations, taking into account the resources that it has available (other than dividends paid by the Company), and</p> <p>(ii) the "E" shares, an amount equal to the amount that the E shareholder has advised that it will require in order to be able to meet in full its future payment obligations, taking into account the resources that it has available (other than dividends paid by the Company),</p> <p>provided that, if the amount of the dividend to be distributed pursuant to this paragraph is less than the total required to satisfy such liabilities of the R shareholder and the E shareholder, the amount payable on each of the "R" shares and the "E" shares shall be reduced pro rata,</p> <p>(b) second, in paying as a dividend on</p> <p>(i) the "R" shares the amount required (if any) to ensure that the relevant accounts of the R shareholder show positive distributable reserves, and</p> <p>(ii) the "E" shares the amount required (if any) to ensure that the relevant accounts of the E shareholder show positive distributable reserves,</p>	

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## 3 Details of variation of rights

	Please give details of the variation of rights attached to shares	
Variation	<p>provided that (unless the R shareholder and the E shareholder notify the Company that they have agreed otherwise) if the amount available for distribution under this paragraph is less than the total required to ensure that the relevant accounts of each of the R shareholder and the E shareholder show positive distributable reserves, the amounts payable on the "R" shares and the "E" shares shall be reduced pro rata, and</p> <p>(c) third, in paying as a dividend on</p> <p>(1) the "R" shares, the amount of the agreed dividend to be paid to the shareholders of the R shareholder, taking into account the resources that it has available (other than dividends paid by the Company), and</p> <p>(11) the "E" shares, the amount of the agreed dividend to be paid to the shareholders of the E shareholder, taking into account the resources that it has available (other than dividends paid by the Company),</p> <p>provided that, if the amount of the dividend to be distributed pursuant to this paragraph is less than the total amount of the agreed dividends to be paid to the shareholders of the R shareholder and the E shareholder, the amount to be so distributed shall be divided between the R shareholder and the E shareholder in such proportion as is necessary to ensure that the ability of those shareholders to pay the cash elements of the dividends payable by each of the R shareholder and the E shareholder to their respective shareholders is reduced pro rata</p> <p>If, in relation to any proposed dividend payment, the E shareholder notifies the Company that it will be unable, by reason of any provision having the force of law, to make payment in full of its proposed dividend to its shareholders, it may request that the amount payable pursuant to paragraph (c) above be credited to a separate reserve in the books of the Company (a <b>Deferred Dividend Reserve</b>) to be used for the purpose of paying supplementary dividends to the E shareholder in future to enable it to make compensatory payments to its shareholders</p>	



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## 3 Details of variation of rights

Please give details of the variation of rights attached to shares

Variation

### (3) Capital

On a winding up of the Company, following the distribution to be made to the holders of the "Ordinary" shares in accordance with the rights attached to such shares, the assets of the Company available for distribution to shareholders shall be applied in the following order (and based on the assumption that each of the R shareholder and the E shareholder is also wound up)

#### (a) in paying

(1) to the R shareholder, the amount that the R shareholder requires in order to be able to meet in full the amount of its liabilities which would be provable in a winding-up of the R shareholder, taking into account the resources that would be available to the R shareholder in a wind-up, other than amounts received from the Company, and

(11) to the E shareholder, the amount that the E shareholder requires in order to be able to meet in full the amount of its liabilities which would be provable in a winding-up of the E shareholder, taking into account the resources that would be available to the E shareholder in a wind-up, other than amounts received from the Company,

provided that, if the amount available for distribution is less than the total required to satisfy such liabilities of the R shareholder and the E shareholder, the amounts to be distributed pursuant to this paragraph shall be reduced pro rata,

(b) in paying to the R shareholder and the E shareholder an amount equal to the amount standing to the credit of any Deferred Dividend Reserve in the name of the relevant shareholder, provided that, if the amount to be distributed is not sufficient to pay such amounts, the amount paid to each shareholder pursuant to this paragraph shall be reduced pro rata, and

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## 3 Details of variation of rights

Please give details of the variation of rights attached to shares

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c) in paying

(1) to the R shareholder, the amount of the remaining assets agreed to be paid to the R shareholder, and

(11) to the E shareholder, the amount of the remaining assets agreed to be paid to the E shareholder

The liquidator may at any time make an interim or final distribution pursuant to any of the above paragraphs, provided that any distributions required by the preceding paragraphs have already been paid. Such payments shall be divided between the R shareholder and the E shareholder in such proportions as to secure (as far as possible) that, having regard to any previous distributions made pursuant to that paragraph but assuming that no further such distributions will be made, the aggregate of the amounts paid to the R shareholder and the E shareholder pursuant to that paragraph is divided between them in accordance with the requirements of that paragraph

(4) Redemption

The "E" shares do not confer any right of redemption