

SH01

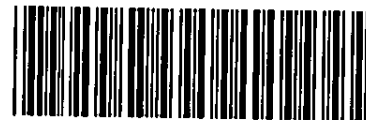
Return of allotment of shares

You can use the WebFiling service to file this form online
Please go to www.companieshouse.gov.uk

☒ **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 subse-
quent formation of the company
for an allotment of a new class
of shares by an unlimited compa-

THURSDAY



A13 *AYZB2JY1* 544
13/05/2010
COMPANIES HOUSE

1 Company details

Company number 03642327

Company name in full BRENTFORD FC LIMITED

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

All fields are mandatory unless
specified or indicated by *

2 Allotment dates

From Date 05 03 2010
To Date

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

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

Class of shares (E.g. Ordinary/Preference etc.)	Currency ②	Number of shares allotted	Nominal value of each share	Amount paid (including share premium)	Amount (if any) unpaid (including share premium)
PREFERENCE	£	1,000,000	1 00	1 00	
BU SPECIAL SHARE	£	1	0 01	0 01	

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

Details of non-cash
consideration
If a PLC, please attach
valuation report (if
appropriate)

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Statement of capital

Section 4 (also Section 5 and Section 6, if appropriate) should reflect the company's issued capital at the date of this return

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

Please complete the table below to show each class of shares held in pound sterling. If all your issued capital is in sterling, only complete Section 4 and then go to Section 7

Class of shares (E.g. Ordinary/Preference etc.)	Amount paid up on each share ①	Amount (if any) unpaid on each share ①	Number of shares ②	Aggregate nominal value ③
ORDINARY			200,000	£ 2,000 00
PREFERENCE	1 00		1,000,000	£ 1,000,000 00
SPECIAL SHARE	0 01		1	£ 0 01
BU SPECIAL SHARE	0 01		1	£ 0 01
Totals			1,200,002	£ 1,002,000 02

5 Statement of capital (Share capital in other currencies)

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

Currency				
Class of shares (E.g. Ordinary / Preference etc.)	Amount paid up on each share ①	Amount (if any) unpaid on each share ①	Number of shares ②	Aggregate nominal value ③
Totals			0	0 00

Currency				
Class of shares (E.g. Ordinary/Preference etc.)	Amount paid up on each share ①	Amount (if any) unpaid on each share ①	Number of shares ②	Aggregate nominal value ③
Totals			0	0 00

6 Statement of capital (Totals)

Please give the total number of shares and total aggregate nominal value of issued share capital

Total number of shares	1,200,002
Total aggregate nominal value ④	£ 1,002,000 02 + 0 00 + 0 00

④ Total aggregate nominal value
Please list total aggregate values in different currencies separately. For example £100 + □100 + \$10 etc

① Including both the nominal value and any share premium

② E.g. Number of shares issued multiplied by nominal value of each share

③ Total number of issued shares in this class

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

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

Please give the prescribed particulars of rights attached to shares for each class of share shown in the statement of capital share tables in Section 4 and Section 5		① Prescribed particulars of rights attached to shares The particulars are a particulars of any voting rights, including rights that arise only in certain circumstances, b particulars of any rights, as respects dividends, to participate in a distribution, c particulars of any rights, as respects capital, to participate in a distribution (including on winding up), and d whether the shares are to be redeemed or are liable to be redeemed at the option of the company or the shareholder and any terms or conditions relating to redemption of these shares A separate table must be used for each class of share Continuation page Please use a Statement of Capital continuation page if necessary
Class of share	ORDINARY	
Prescribed particulars ①	1 EACH ORDINARY SHARE SHALL HAVE ONE VOTE 2 EACH ORDINARY SHARE SHALL RANK PARI PASSU IN RESPECT OF DIVIDENDS, BUT EACH ORDINARY SHARE SHALL RANK BEHIND THE PREFERENCE SHARES IN RELATION TO ANY DIVIDEND SO DECLARED 3 EACH ORDINARY SHARE SHALL RANK PARI PASSU IN RESPECT OF CAPITAL AND PARTICIPATION IN A DISTRIBUTION AND SHALL BE ENTITLED TO THE AMOUNT PAID UP ON SUCH ORDINARY SHARE BUT SHALL RANK BEHIND THE PAYMENT TO PREFERENCE SHAREHOLDERS OF ANY PREFERENCE DIVIDEND DUE BUT UNPAID AND THE AMOUNT PAID UP ON EACH PREFERENCE SHARE 4 THE ORDINARY SHARES ARE NOT REDEEMABLE	
Class of share	PREFERENCE	
Prescribed particulars ①	See 1 in Addendum	
Class of share	SPECIAL SHARE	
Prescribed particulars ①	See 2 in Addendum	

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Signature

I am signing this form on behalf of the company		② Societas Europaea If the form is being filed on behalf of a Societas Europaea (SE) please delete 'director' and insert details of which organ of the SE the person signing has membership ③ Person authorised Under either section 270 or 274 of the Companies Act 2006
Signature	Signature 	
This form may be signed by Director ④, Secretary, Person authorised ⑤, Administrator, Administrative receiver, Receiver, Receiver manager, CIC manager		

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Return of allotment of shares

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

Class of share		
Prescribed particulars	See 3 in Addendum	

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

Class of shares (E.g. Ordinary/preference etc.)	Amount paid up on each share ①	Amount (if any) unpaid on each share ①	Number of shares ②	Aggregate nominal value ③
Totals			0	0.00

② Total number of issued shares in this class.

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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

REF 652212

Company name

PRICEWATERHOUSECOOPERS LEGAL LLP

Address

1 EMBANKMENT PLACE

Post town

LONDON

County/Region

Postcode

W C 2 N 6 D X

Country

UNITED KINGDOM

DX

138213 COVENT GARDEN 2

Telephone

+44 (0)207 212 1616

**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 appropriate 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,
First Floor, Waterfront Plaza, 8 Laganbank Road,
Belfast, Northern Ireland, BT1 3BS
DX 481 NR Belfast 1

**Further information**

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

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

BRENTFORD FC LIMITED
(COMPANY NUMBER 03642327)
ADDENDUM TO FORM SH01

1 PREFERENCE SHARES

- (a) The Preference Shares shall confer on the holders thereof the right to receive notice of, but not to attend or vote at, general meetings of the Company, provided that the holders of the Preference Shares shall be entitled to attend any general meeting at which a resolution is to be proposed to re-appoint or remove the Preference Director (as defined below) and to vote on any such resolution, in which case each holder of Preference Shares who is present in person (including through the attendance of a corporate representative) or by proxy not being himself a member shall have, upon a show of hands, one vote and, upon a poll, ten votes for every preference share (whether or not fully paid) of which he is the holder

A Preference Director being a director of the Company for the time being appointed by the holders of a majority of the Preference Shares

In addition to any other matters by law constituting a variation or abrogation of the rights attaching to the Preference Shares, and notwithstanding any provision to the contrary in the articles, each of the following shall constitute a variation of such rights and accordingly shall require the consent or sanction of the holders of a majority of the Preference Shares (being either with the consent in writing of the holders of at least 75 % (seventy-five per cent) of the nominal amount of the issued Preference Shares or with the sanction of an extraordinary resolution passed at a separate meeting of the holders of the issued Preference Shares)

- (i) any increase in the authorised or issued share capital of the Company except for an issue of new ordinary shares ranking *pari passu* with the existing ordinary shares provided that such new ordinary shares are first offered to existing shareholders,
- (ii) any reduction of capital, scheme of arrangement or purchase by the Company of its own shares,
- (iii) the voluntary liquidation, striking off or dissolution of the Company,
- (iv) any alteration of the Articles or of the Memorandum of Association of the Company,
- (v) the declaration or payment of any dividend or other distribution (other than the Preference Dividend) (as defined below), and

- (vi) the application of any Net Sale Profit (as defined below) for any purpose other than reinvestment in a new stadium to be owned by the Company (or a wholly owned subsidiary of the Company)

("Net Sale Profit" being the net gain realised by the Company specifically arising from the sale of the beneficial interest in the freehold of Griffin Park, Braemar Road, Brentford, Middlesex TW8 0NT (which freehold is registered at HM Land Registry with absolute title no NGL560153 and AGL 25433) (the "Stadium") after the deduction of proper fees and expenses which may be incurred in any sale completed by the Company of the beneficial interest in the freehold of the Stadium relating to that sale, the deduction of any taxation relating to that sale and the deduction of £1 8 million (being the price for which the Company purchased the Stadium)

- (b) The Preference Shares shall, in respect of any financial year in which the Company has distributable reserves available for the purpose, confer upon the holders thereof the right, in priority to any payment by way of dividend or any other distribution to any other members of the Company, to receive a non-cumulative preferential dividend (the "Preference Dividend")

The Preference Dividend shall be 5% of the nominal value of the Preference Shares issued. Subject to Part 23 of the 2006 Act, the Preference Dividend shall, if it becomes due, be paid, without any resolution of the Directors or the Company in general meeting and be payable as soon as practicable following finalisation of the audited accounts of the financial year in question to the holders of the Preference Shares pro rata according to the number of Preference Shares held by each such shareholder.

The Preference Shares shall not confer upon the holders thereof any right to participate in the profits of the Company beyond the Preference Dividend.

- (c) On a distribution of assets on a winding up or other return of capital, the surplus assets of the Company remaining after payment of its liabilities shall be paid in the following order of priority:
 - (i) first, in paying to the holders of Preference Shares any amount of the Preference Dividend due but unpaid on the date of the distribution or other return,
 - (ii) secondly, in paying to the holders of Preference Shares, the amount paid up on each Preference Share held by them on the date of the distribution or other return,
 - (iii) thereafter, in paying to the holders of the ordinary shares, the Special Share and the BU Special Share the amount paid up on each such share held by them on the date of the distribution or other return.

The Preference Shares shall not confer upon the holders thereof any further right to participate in the assets of the Company available for distribution among the members of the Company

- (d) The Company has the right to redeem all or some of the Preference Shares outstanding at any time after 31 May 2014 if the holder of Preference Shares which the Company wishes to redeem does not hold, on his own or acting in concert (within the meaning of the City Code on Takeovers and Mergers) with other holders of Preference Shares at least 10% of the issued ordinary share capital of the Company
- (i) The redemption moneys payable on each Preference Share shall be the nominal amount of each Preference Share
 - (ii) Redemption is effected by giving to the holders of the Preference Shares to be redeemed not less than four weeks' notice (a "**Redemption Notice**") The Redemption Notice shall specify the Preference Shares to be redeemed, the date fixed for redemption (the "**Redemption Date**") and the place at which the certificates for the Preference Shares are to be presented for redemption
 - (iii) On the Redemption Date each holder whose Preference Shares are to be redeemed shall deliver to the Company at the Office the certificate (or certificates) for those Preference Shares On receipt, the Company shall pay to the holder (or, in the case of joint holders, to the holder whose name stands first in the register in respect of the Preference Shares) the redemption moneys due to him If a certificate includes Preference Shares not being redeemed on that occasion, a new certificate for the balance of the Preference Shares not redeemed shall be issued to the holder without charge
 - (iv) If a holder whose Preference Shares are to be redeemed fails to deliver the certificate (or certificates) for those Preference Shares to the Company, the Company may retain the redemption moneys The redemption moneys shall be paid to the holder (by cheque despatched at the holder's risk) within five business days of receipt of the certificate (or certificates) or an indemnity in respect of the certificate (or certificates) in a form satisfactory to the Directors No person has a claim against the Company for interest on retained redemption moneys

As from the Redemption Date, the Preference Dividend shall cease to accrue in respect of redeemed Preference Shares unless, on the presentation of the certificate (or certificates) for the Preference Shares to be redeemed and a

receipt for the redemption moneys signed and authenticated in such manner as the directors require, payment of the redemption moneys is refused

SPECIAL SHARE

- (a) The Special Share shall have no right to receive notice of, or to attend or vote at, general meetings of the Company but shall confer on Martin Lange ("**Mr Lange**") personally (but no other person) the right to receive written notice ("**Sale Notice**") from the Company of any sale of the freehold property known as Griffin Park, Braemar Road, Brentford, Middlesex (which freehold is registered at HM Land Registry with Absolute Title No NGL 560153 and AGL 25433) ("**Griffin Park**") which the Company, as beneficial owner, shall at any time propose to enter into, specifying -

- (i) the name and address of the proposed purchaser,
- (ii) the proposed sale and price of Griffin Park, and
- (iii) any other terms which in the Company's reasonable opinion are material to the sale

The Company shall not enter into any agreement to effect such a sale if within fourteen days after which it shall have given the Sale Notice, Mr Lange shall serve on the Company a written notice ("**Veto Notice**") that he objects to the proposed sale

- (b) The Special Share has no right in respect of dividends or to participate in a distribution
- (c) On a distribution of assets on a winding up or other return of capital, the surplus assets of the Company remaining after payment of its liabilities shall be paid in the following order of priority
- (i) first, in paying to the holders of Preference Shares any amount of the Preference Dividend due but unpaid on the date of the distribution or other return,
 - (ii) secondly, in paying to the holders of Preference Shares, the amount paid up on each Preference Share held by them on the date of the distribution or other return,
 - (iii) thereafter, in paying to the holders of the ordinary shares, the Special Share and the BU Special Share the amount paid up on each such share held by them on the date of the distribution or other return

- (d) The Special Share is not redeemable

BU SPECIAL SHARE

- (a) The BU Special Share shall confer on Brentford Football Community Society Limited ("**Bees United**") personally (but no other person) the right to receive a Sale Notice and to give a Veto Notice in respect of any sale of Griffin Park or of any successor stadium owned by the Company at which the Brentford FC first team plays its home league matches which is proposed at any time after the Special Share has been converted into an ordinary share, in each case on the same terms and during the same period as set out in paragraph 2a above in respect of the Special Share other than (i) Bees United will have 45 days from the date of the Sale Notice to serve a Veto Notice, and (ii) no Veto Notice may be given by Bees United except in accordance with the terms set out below

Bees United shall not be entitled to transfer or otherwise dispose of the BU Special Share and, on the liquidation or dissolution of Bees United, the rights attaching to the BU Special Share shall cease to be exercisable and the BU Special Share shall automatically be converted into an ordinary share

The terms applying to the exercise of the rights attached to the BU Special Share are as follows

- 1 The purpose of the Special Share is to protect the status of Brentford Football Club as a local professional football club with ownership and control over its stadium as a significant asset, and to enable a bona fide move to a new stadium which meets all reasonable requirements of Brentford Football Club. The purpose is to prevent the selling of the stadium to the long term disadvantage of Brentford Football Club and for short term gain to the members of the Company
- 2 A bona fide move to a new stadium will be deemed to satisfy all reasonable requirements of Brentford Football Club where
 - (a) the new stadium materially meets all the following requirements
 - (i) it is a stadium authorised to host professional football with 15,000 (or greater) capacity of which 75% must be seated and all must be covered,
 - (ii) in one of the 3 local boroughs (Hounslow, Richmond or Ealing),
 - (iii) where the quality of facilities is, overall, as good as or better than the stadium being left, and

- (iv) where the club have a freehold or long term (99 years or more) leasehold (at no more than nominal rent) ownership of the stadium,
 - (b) the Company (and to the extent applicable, Bees United) have used all reasonable endeavours to procure that completion of the sale of the existing stadium is subject to a move to a new stadium, ready to play league football, without requiring an interim or ground share arrangement, both parties agreeing that the strongly preferred position is to complete such a move from the original stadium to a new stadium without requiring the use of a third intermediary stadium, and
 - (c) in the event that there is a need to move to another stadium on a temporary basis
 - (i) reliable contractual arrangements for the move to the new stadium are in place at the time of completion of the sale of the existing stadium such that this shall be for a maximum of one season only, and
 - (ii) both parties are committed to use all reasonable endeavours to mitigate the effects of such an interim arrangement
- 3 A move may be deemed to be not "bona fide" where the terms of the proposed move are such that they have the effect of defeating the purpose of the BU Special Share as described above, notwithstanding its compliance with the other conditions set out above
- 4 If Bees United exercises its right of veto, then the Company may refer the decision to an independent binding arbitration panel consisting of a member appointed by Bees United, a member appointed by the Company and an independent chairman nominated by the Football Association
- 5 The panel's role will be to decide, by a majority vote if necessary, whether the proposed sale is for the purpose of a bona fide move to a new stadium (as defined in paragraph 3 above) which meets all reasonable requirements of Brentford Football Club, including (where relevant) whether conditions 2(a) to 2(c) (inclusive) have been met in full. If the panel decides that the proposed move is bona fide and (where relevant) meets all such reasonable requirements, then the panel shall declare that to be the case and any exercise or attempted exercise by

Bees United of its veto shall be null and void. However if the panel decides otherwise, the veto will apply, and the Veto Notice will be valid

6 Bees United may not give a Veto Notice without the approval of its members

7 Each party will initially bear its own costs of submissions, and the costs of the panel will be shared equally by the parties, but the panel may re-allocate these costs based on its findings

(b) The BU Special Share has no right in respect of dividends or to participate in a distribution

(c) On a distribution of assets on a winding up or other return of capital, the surplus assets of the Company remaining after payment of its liabilities shall be paid in the following order of priority

(i) first, in paying to the holders of Preference Shares any amount of the Preference Dividend due but unpaid on the date of the distribution or other return,

(ii) secondly, in paying to the holders of Preference Shares, the amount paid up on each Preference Share held by them on the date of the distribution or other return,

(iii) thereafter, in paying to the holders of the ordinary shares, the Special Share and the BU Special Share the amount paid up on each such share held by them on the date of the distribution or other return

(d) The BU Special Share is not redeemable