

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 sub-
scription on formation of the company
for an allotment of a new class of
shares by an unlimited company

SATURDAY



A28 *A1ZEN6DS* 05/01/2013 #187
COMPANIES HOUSE

1 Company details

Company number 06402868

Company name in full Centric Group Holdings Ltd

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

All fields are mandatory unless
specified or indicated by *

2 Allotment dates ¹

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

Class of shares (E.g. Ordinary/Preference etc.)	Currency ²	Number of shares allotted	Nominal value of each share	Amount paid (including share premium) on each share	Amount (if any) unpaid (including share premium) on each share
"A" Ordinary Shares	GBP	1	£0 000001	£0 000001	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)

One "A" Ordinary Share was allotted to Cabot Square Capital Nominee Limited as consideration
for the transfer of shares in Centric Group Finance Ltd

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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
Please see continuation sheet				£
				£
				£
				£
Totals			1,312,113,897	£ 1,312 113897

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				

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				

6 Statement of capital (Totals)

Please give the total number of shares and total aggregate nominal value of issued share capital				④ Total aggregate nominal value Please list total aggregate values in different currencies separately. For example: £100 + €100 + \$10 etc.
Total number of shares				
Total aggregate nominal value ④				

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

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

- ① Including both the nominal value and any share premium
- ② Total number of issued shares in this class
- ③ E.g. Number of shares issued multiplied by nominal value of each share


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7 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	"A" Ordinary Shares	
Prescribed particulars ①	Please see Statement of Capital continuation pages	
Class of share	"B" Ordinary Shares	
Prescribed particulars ①	Please see Statement of Capital continuation pages	
Class of share	"C" Ordinary Shares	
Prescribed particulars ①	Please see Statement of Capital continuation pages	

8 Signature

	I am signing this form on behalf of the company	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
Signature	Signature 	
	This form may be signed by Director ②, Secretary, Person authorised ②, Administrator, Administrative receiver, Receiver, Receiver manager, CIC manager	

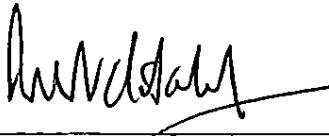
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7 Statement of capital (Prescribed particulars of rights attached to shares)

	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		❶ 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	"D" Ordinary Shares		
Prescribed particulars ❶	Please see Statement of Capital continuation pages		
Class of share	Worthless Deferred Shares		
Prescribed particulars ❶	Please see Statement of Capital continuation pages		
Class of share			
Prescribed particulars ❶			

8 Signature

	I am signing this form on behalf of the company		❷ 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 ❸ Person authorised Under either section 270 or 274 of the Companies Act 2006
Signature	Signature		
This form may be signed by Director ❷, Secretary, Person authorised ❶, 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 **R Archibald**

Company name **Centric Commercial Finance Ltd**

Address **69 Park Lane**

Post town **Croydon**

County/Region

Postcode **C R O 1 J D**

Country

DX

Telephone **020 8603 2950**

**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,
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 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

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

Class of share		
Prescribed particulars	<p>1 1 Until the "A" Shareholders and the "C" Shareholders have received the Return Target, the "B" Shareholders shall not be entitled to any dividend on the "B" Shares and the profits which the Company may determine to distribute shall be distributed amongst the "A" Shareholders and the "C" Shareholders in the proportion which the amount paid up or credited as paid up (including any premium paid) on the "A" Shares bears to the amount paid up or credited as paid up (including any premium paid) on the "C" Shares</p> <p>1 2 (A) Once the "A" Shareholders and the "C" Shareholders have received the Return Target any profits which the Company may thereafter determine to distribute shall be distributed as follows</p> <p>(a) 40% to the "B" Shareholders,</p> <p>(b) the remainder to the "A" Shareholders and the "C" Shareholders in the proportion which the amount paid up or credited as paid up (including any premium paid) on the "A" Shares bears to the amount paid up or credited as paid up (including any premium paid) on the "C" Shares</p> <p>(B) The "D" Shares shall not entitle the holders thereof to any distribution of profits</p> <p>Capital</p> <p>1 3 In the event of a reduction or return of capital of the Company, or a buy back of Shares by the Company, after payment of the costs, charges and expenses of such reduction, return or buy back, once the "A" Shareholders and the "C" Shareholders have received the Return Target in the proportion which the amount paid up or credited as paid up (including any premium paid) on the "A" Shares bears to the amount paid up or credited as paid up (including any premium paid) on the "C" Shares, any further sums which the Company may determine to pay to Members in respect of such event shall be distributed as follows</p> <p>(a) 40% to the "B" Shareholders,</p> <p>(b) the remainder to the "A" Shareholders and the "C" Shareholders in the proportion which the amount paid up or credited as paid up (including any premium paid) on the "A" Shares bears to the amount paid up or credited as paid up (including any premium paid) on the "C" Shares</p> <p>The "D" Shares shall not entitle the holders thereof to participate in any distribution of the Company's assets on a reduction or return of the capital by the Company or on a buy-back of Shares by the Company</p>	

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7	Statement of capital (Prescribed particulars of rights attached to shares)	
Class of share		
Prescribed particulars	<p>Winding up</p> <p>1 4 In the event of a winding up of the Company, the assets of the Company remaining after payment of its debts and liabilities and of the costs, charges and expenses of such winding up are to be applied in the manner and order of priority set out in sub-clauses (a) to (c) below</p> <p>(a) first, the "A" Shareholders and the "C" Shareholders shall receive a sum equal to all unpaid arrears or accruals of any dividend calculated down to and including the date of repayment followed by the amount paid up or credited as paid up on each such share (including the premium (if any)), and</p> <p>(b) second, the "A" Shareholders and the "C" Shareholders shall receive the Return Target, distributed amongst the "A" Shareholders and the "C" Shareholders in the proportion which the amount paid up or credited as paid up (including any premium paid) on the "A" Shares bears to the amount paid up or credited as paid up (including any premium paid) on the "C" Shares, provided that, in the event that the "A" Shareholders and the "C" Shareholders receive an amount which is less than the Return Target, the "B" Shares shall automatically convert into Worthless Deferred Shares and the holders of such Worthless Deferred Shares shall have the right to receive, in priority to the payments to the "A" Shareholders and the "C" Shareholders referred to in Paragraph 1 4(b) above, an aggregate sum of 1p, but shall have no further right to participate in distributions from the Company</p> <p>(c) Once the "A" Shareholders and the "C" Shareholders have received the Return Target, the balance (if any) of the assets of the Company shall be distributed as follows</p> <p>(i) first, in paying the "D" Shareholders the amount which is the higher of</p> <p>(1) 0 01% of the net value of the assets of the Company remaining for distribution to the Members following the application of Paragraphs 1 4(a) and (b), or</p> <p>(2) the amount paid up on each such "D" Share held by them, and</p> <p>(ii) second, in paying the "B" Shareholders the amount paid up or credited as paid up on each such share (including the premium (if any)), and</p> <p>(iii) thereafter, in distributing the balance as follows</p> <p>(a) 40% to the "B" Shareholders,</p> <p>(b) the remainder to the "A" Shareholders and the "C" Shareholders in the proportion which the amount paid up or credited as paid up (including any premium paid) on the "A" Shares bears to the amount paid up or credited as paid up (including any premium paid) on the "C" Shares</p>	

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7	Statement of capital (Prescribed particulars of rights attached to shares)	
Class of share		
Prescribed particulars	<p>Realisation</p> <p>1 5 In the event of a Realisation, the proceeds of the Realisation are to be applied as follows</p> <p>(a) first in repaying all Indebtedness owed to the "A" Shareholders and the "C" Shareholders, and</p> <p>(b) second, in making payments to the "A" Shareholders and the "C" Shareholders until they shall have received the Return Target (taking into account and including the payments made in Paragraph 1 5(a) above) distributed between the "A" Shareholders and the "C" Shareholders in the proportion which the amount paid up or credited as paid up (including any premium paid) on the "A" Shares bears to the amount paid up or credited as paid up (including any premium paid) on the "C" Shares, and</p> <p>(c) thereafter, once the "A" Shareholders and the "C" Shareholders have received the Return Target, the balance (if any) of the proceeds of the Realisation shall be distributed as follows</p> <p>(a) 40% to the "B" Shareholders,</p> <p>(b) the remainder to the "A" Shareholders and the "C" Shareholders in the proportion which the amount paid up or credited as paid up (including any premium paid) on the "A" Shares bears to the amount paid up or credited as paid up (including any premium paid) on the "C" Shares,</p> <p>In the event that the "A" Shareholders and the "C" Shareholders receive an amount which is less than the Return Target, the "B" Shares and "D" Shares shall automatically convert into Worthless Deferred Shares and shall have no further right to distributions of the proceeds of the Realisation</p> <p>Voting</p> <p>1 6 As regards voting in general meetings</p> <p>(a) Each holder of "A" Shares and "D" Shares shall be entitled to receive notice of, and to attend and vote at, general meetings of the Company Each holder of "A" Shares shall be entitled to one vote for each such share held Each holder of "D" Shares shall be entitled to 0 6076 of a vote for each "D" Share held</p> <p>Notwithstanding anything to the contrary in the Articles of the Company, fractions of a vote shall be counted in respect of any vote at general meetings</p> <p>(b) Each holder of "B" Shares or "C" Shares shall be entitled to receive notice of and to attend any general meetings of the Company but shall not be entitled to vote on any resolution</p> <p>(c) No general meeting shall be quorate unless there is or are present thereat, in person or by proxy or by corporate representative, a Majority of the "A" Shareholders A quorum must be present throughout the whole meeting</p>	

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Class of share		
Prescribed particulars	<p>(d) Worthless Deferred Shares shall have no right to receive notice of, or to attend and vote at, general meetings of the Company, or, except as set out in Paragraph 1 4, to participate in the profits and assets of the Company</p> <p>Payments</p> <p>1 7 To the extent that any Member receives a payment in respect of Shares held by that Member, all or part of which is required by this Paragraph 1 to be paid to another Member, the first Member shall ensure that such payment (or part thereof) is immediately paid to the second Member free of any deduction, set off or counter claim</p> <p>1 8 Where any payment to be made pursuant to this Paragraph 1 would result in any Member or Members being entitled to a fraction of a penny, such fraction shall be dealt with in the manner determined by the Special Director</p> <p>1 9 Any payment to a "B" Shareholder, a "C" Shareholder or "D" Shareholders pursuant to Article 5 of the Articles shall be subject to such Shareholder having delivered to the "A" Shareholders a statement of the beneficial and legal ownership of such "B" Shares, "C" Shares or "D" Shares held by that "B" Shareholder, "C" Shareholder or "D" Shareholder (as applicable) which shows no change from the previous Statement of Ownership, or only such changes as shall have been approved by the Fund</p> <p>1 10 All amounts paid to the holders of "A" Shares, "B" Shares, "C" Shares and "D" Shares pursuant to Article 5 of the Articles shall be paid among the holders of the Shares of the particular class pro rata according to the amount paid up or credited as paid up on such Shares (including any premium paid)</p> <p>1 11 For the purposes of this Paragraph (and Article 5 of the Articles), the "A" Shareholders shall not be considered to have received the Return Target while any amounts remain outstanding or capable of arising with respect to Indebtedness to the Fund or any Fund Associate</p>	

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Class of share		
Prescribed particulars	<p>"Act" the Companies Act 2006 any statutory modification or re-enactment of that Act for the time being in force,</p> <p>"Articles" these Articles of Association as now formed and at any time altered,</p> <p>"A Shares" the "A" ordinary shares of 0 0001p each in the capital of the Company,</p> <p>"A Shareholders" the holders of "A" Shares from time to time,</p> <p>"A Shareholders' Consent" the written consent of the Majority of the "A" Shareholders,</p> <p>"B Shares" if any are in issue at the relevant time, the "B" ordinary shares of 0 0001p each in the capital of the Company,</p> <p>"B Shareholders" the holders of "B" Shares from time to time,</p> <p>"C Shares" if any are in issue at the relevant time, the "C" ordinary shares of 0 0001p each in the capital of the Company,</p> <p>"C Shareholders" the holders of "C" Shares from time to time,</p> <p>"Cash Receipts" the actual interest on the loans and other advances made to any Group Company (if any) and received in cash by the "A" Shareholders, the Fund and/or any Fund Associate and the "C" Shareholders, the amount of capital supporting guarantees given by the "A" Shareholders, the Fund and/or any Fund Associate and the "C" Shareholders which are released (as at the date of release), any dividends or other distributions received in cash by the "A" Shareholders and the "C" Shareholders in respect of their "A" Shares and "C" Shares, the proceeds of any share buy backs or other returns of capital received in cash by the "A" Shareholders and the "C" Shareholders in respect of their "A" Shares and "C" Shares, the repayment in cash of any of the loans and other advances (if any) agreed but shall exclude any fees received from the Group for the provision of services and all repayments made in relation to the Original Advance prior to the date of adoption of these Articles save for any repayment of that part of the Original Advance (if any) which forms any part of the Investment Amounts,</p> <p>"Company" Centric Group Holdings Ltd (Registered No 6402868)</p> <p>"Controlling Interest" an interest (within the meaning of Section 825 of the Act) in Shares conferring in the aggregate more than half of the total voting rights conferred by all the Shares in the equity share capital of the Company for the time being in issue and conferring the right to vote at general meetings,</p> <p>"D Shares" the "D" ordinary shares of 0 0001p each in the capital of the Company,</p> <p>"D Shareholders" the holders of "D" Shares from time to time,</p> <p>"Excess Finance Amounts" means the amount repaid by any Secondary Finance Counterparty to a Group Company by way of repayment of capital or payment of interest in excess of the Relevant Funding Loan,</p>	

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

Class of share	
Prescribed particulars	<p>"Finance Amounts" means the aggregate amount actually provided from time to time by the "A" Shareholders, the Fund and/or any Fund Associate to the Group by way of loan in circumstances where such funds (the "Relevant Funding Loan") are provided by way of loan by the relevant Group Company to a Finance Counterparty together with the Capitalised Amount Upon payment of any amount by a Finance Counterparty to the relevant Group Company (whether the payment is a payment of interest or repayment of capital), the amount so paid shall cease to be treated as a Finance Amount but shall as from such payment continue to be treated as an Investment Amount,</p> <p>"Finance Counterparty" means any party</p> <p>(A) which is not a member of the Group, and</p> <p>(B) to which a loan is made by a Group Company, and</p> <p>(C) which is designated as a "Finance Counterparty" by the Special Director,</p> <p>"Fund" CS Capital Partners III L P , whose General Partner is Cabot Square Capital General Partner III Ltd (Registration No 5829272), with offices at One Connaught Place, London W2 2ET,</p> <p>"Fund Associate" any partner from time to time of the Fund, any person to whom any such partner may have assigned all or any part of its interest in the Fund, any parent undertaking or subsidiary undertaking, or any subsidiary undertaking of any parent undertaking, of the Fund, any person acting from time to time as nominee or custodian for the Fund, any person who is from time to time a manager of or adviser to the Fund, or any partnership, unit trust, investment trust, unincorporated association or other fund or corporation which is managed or advised by any person who is from time to time a manager of or adviser to the Fund,</p> <p>"Group" the Company, its subsidiaries and subsidiary undertakings from time to time, and references to the "Group Companies", "member(s) of the Group", and a "Group Company" shall be construed accordingly,</p> <p>"holder" in relation to Shares, the Member whose name is entered in the Register as the holder of the Shares,</p> <p>"Indebtedness" an obligation (whether present or future, actual or contingent) of any member of the Group for the payment or repayment of money which has been borrowed or raised (including raised by acceptances, guarantees and leasing),</p>

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

Class of share		
Prescribed particulars	<p>"Investment Amounts" all sums actually paid in cash from time to time by the "A" Shareholders, the Fund and/or any Fund Associate and the "C" Shareholders (in the "C" Shareholder's capacity as holders of "C" Shares or in respect of any Loan Notes only) to the Group in subscribing for Shares and making loans plus the amount (at the date of the relevant guarantee) of any guarantees given by the "A" Shareholders, the Fund and/or any Fund Associate in respect of obligations of the Group plus the costs and expenses incurred by the "A" Shareholders, the Fund and/or any Fund Associate in relation to their investment in the Group, and shall include the Finance Amounts and shall be taken to include the Excess Finance Amounts, providing that out of the sums paid by the "A" Shareholders, the Fund and/or any Fund Associate an amount equal to the Capitalised Amount shall be treated as having been paid on the date of adoption of these Articles, and provided further that "Excluded Amounts" up to the date of adoption of these Articles shall not be treated as part of the "Investment Amounts",</p> <p>"IRR" the annual percentage rate by which the Investment Amounts (expressed as negative numbers) and the aggregate Cash Receipts by the "A" Shareholders and the "C" Shareholders from the Group (expressed as positive numbers) are discounted back (based on a daily computation) from the date of the payment, expense, guarantee or receipt to the Previous Adoption Date to arrive at an aggregate net present value at the Previous Adoption Date of nil,</p> <p>"Listing" unconditional admission of the Shares in the capital of the Company to the Official List of the UK Listing Authority or to any other recognised investment exchange (as defined in section 285(1) of the Financial Services and Markets Act 2000),</p> <p>"Majority" when applied to a class of Share or Shares shall mean a majority by reference to nominal value,</p> <p>"Member" the registered holder of a Share,</p> <p>"New Discount Notes" the unsecured deep discount loan notes 2014 created by Centric Group Finance 2 Ltd pursuant to an instrument dated 28 August 2008, as may be amended from time to time,</p> <p>"Original Advance" the amount of £31,700,000 contributed on 28 August 2008 as consideration for the issuance of New Discount Notes,</p> <p>"Previous Adoption Date" 20 December 2007,</p> <p>"Realisation" a Sale, Listing or disposal of the majority of the assets of the Company,</p>	

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

Class of share		
Prescribed particulars	<p>"Return Target" an amount equal to the higher of</p> <p>(i) the sum of an IRR of 25% in respect of Investment Amounts (excluding Finance Amounts) and an IRR of 15% in respect of Investment Amounts which are Finance Amounts (excluding Secondary Finance Amounts) and an IRR of 2.5% in respect of Investment Amounts which are Secondary Finance Amounts, and</p> <p>(ii) 200% of the total Investment Amounts (excluding Finance Amounts),</p> <p>provided that for the purposes of Paragraph 1.5, in respect of Realisation occurring in relation to determining the Return Target any Investment Amounts paid, given or incurred at any time in the period commencing 12 months prior to any Realisation and ending on the date of any Realisation such Investment Amounts shall not be taken into account in the foregoing calculation and the Return Target in respect of such amounts shall instead be taken to be an IRR of 25% in respect of any Investment Amounts (excluding Finance Amounts where the IRR shall be that stated in paragraph (i) of this definition in respect of Finance Amounts and Secondary Finance Amounts) paid, given or incurred in the time period commencing twelve months prior to such Realisation and ending on the date of such Realisation,</p> <p>"Sale" the acquisition of a Controlling Interest by any person or group not being the Fund or a Fund Associate (whether in one transaction or a series of transactions) whether alone or together with persons acting in concert with such person or group (as defined by The City Code on Takeovers and Mergers),</p> <p>"Secondary Finance Amounts" those Finance Amounts designated as such by the Special Director,</p> <p>"Secondary Finance Counterparty" a Finance Counterparty designated as such by the Special Director,</p> <p>"Shares" means the "A" Shares, the "B" Shares, the "C" Shares, the "D" Shares, the Worthless Deferred Shares and/or any share of any other class in the capital of the Company, as the context so requires,</p> <p>"Worthless Deferred Shares" shares with the rights set out in Paragraph 1.6(d)</p>	