

SH10

Notice of particulars of variation of rights attached to shares



iris
LASERFORM

☒ **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 class rights of members. If you please use form SH12

WEDNESDAY



LD3 *L4MRYXC9* 84
07/09/2011
COMPANIES HOUSE

1 Company details

Company number 0 6 4 3 6 3 2 2

Company name in full SOAP & GLORY LIMITED

→ **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 d2 d9 m0 m7 y2 y0 y1 y1

3 Details of variation of rights

Please give details of the variation of rights attached to shares

Variation SEE ATTACHED CONTINUATION SHEETS

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  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 TOM HERNE

Company name OLSWANG LLP

Address

Post town

County/Region

Postcode

W

C

1

V

6

X

X

Country

DX 37972 Kingsway

Telephone 020 7067 3000



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 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

SH10 - continuation page
Notice of particulars of variation of rights attached to shares

3	
Variation	Please give details of the variation of rights attached to shares
	<p><u>Definitions</u></p> <p>"Protected Shareholder" means</p> <p>(a) the B Shareholder Majority for such time as there are more A Shares in issue than B Shares in issue and</p> <p>(i) in respect of the matters set out in the schedule 1, the B Shares represent 10% or more in nominal value of the issued shares of the Company, or</p> <p>(ii) in respect of the matters set out in schedule 2, the B Shares represent 15% or more in nominal value of the issued shares of the Company, and</p> <p>(b) the A Shareholder Majority for such time as there are more B Shares in issue than A Shares in issue and</p> <p>(i) in respect of the matters set out in schedule 1, the A Shares represent 10% or more in nominal value of the issued shares of the Company, or</p> <p>(ii) in respect of the matters set out in schedule 2, the A Shares represent 15% or more in nominal value of the issued shares of the Company,</p> <p><u>Rights attaching to A Shares:</u></p> <p>DIVIDENDS</p> <p>The A Shares carry a right to a dividend in accordance with the number of shares held</p> <p>DISTRIBUTION OF CAPITAL</p> <p>On a return of capital, the value of the total proceeds shall be distributed amongst the holders of all shares in the Company pro rata to their share holdings</p> <p>REDEMPTION</p> <p>The A Shares are not redeemable</p> <p>VOTING</p> <p>The A Shares carry the right to one vote per shareholder on a show of hands, and one vote per share held on a poll vote or a written resolution subject to the rules below</p> <p>The Company may not take any action listed in schedule 2 without the consent in writing of the Protected Shareholder. If the consent of the Protected Shareholder is requested for the purposes of this article 3 2, the Protected Shareholder's response shall not be unreasonably delayed</p> <p>Prior to any resolution listed in schedule 1 being proposed in a general meeting (either on a poll or on a show of hands) or as a written resolution the Company shall request the consent of the Protected Shareholder to such resolution being passed</p> <p>If the consent of the Protected Member is requested and during the period of 30 business days starting on the date on which the request for consent is made the Protected Shareholder gives notice to the Company that it refuses to give its consent to such resolution, then any votes cast against that resolution by the Protected Shareholder (or the duly appointed proxy or corporate representative of the Protected Shareholder) shall in aggregate carry such number of votes as is required to defeat that resolution</p>

If the consent of the Protected Member is requested and during the period of 30 business days starting on the date on which the request for consent is made the Protected Shareholder does not give notice to the Company that it refuses to give its consent to such resolution, then such consent shall be deemed to have been given

Rights attaching to B Shares:

DIVIDENDS

The B Shares carry a right to a dividend in accordance with the number of shares held

DISTRIBUTION OF CAPITAL

On a return of capital, the value of the total proceeds shall be distributed amongst the holders of all shares in the Company pro rata to their share holdings

REDEMPTION

The B Shares are not redeemable

VOTING

The B Shares carry the right to one vote per shareholder on a show of hands, and one vote per share held on a poll vote or a written resolution subject to the rules below

The Company may not take any action listed in schedule 2 without the consent in writing of the Protected Shareholder. If the consent of the Protected Shareholder is requested for the purposes of this article 3 2, the Protected Shareholder's response shall not be unreasonably delayed

Prior to any resolution listed in schedule 1 being proposed in a general meeting (either on a poll or on a show of hands) or as a written resolution the Company shall request the consent of the Protected Shareholder to such resolution being passed

If the consent of the Protected Member is requested and during the period of 30 business days starting on the date on which the request for consent is made the Protected Shareholder gives notice to the Company that it refuses to give its consent to such resolution, then any votes cast against that resolution by the Protected Shareholder (or the duly appointed proxy or corporate representative of the Protected Shareholder) shall in aggregate carry such number of votes as is required to defeat that resolution

If the consent of the Protected Member is requested and during the period of 30 business days starting on the date on which the request for consent is made the Protected Shareholder does not give notice to the Company that it refuses to give its consent to such resolution, then such consent shall be deemed to have been given

Schedule 1

Any resolution to alter or amend, or which has the effect of altering or amending, the articles or the rights attaching to any class of shares

Any resolution under section 618 CA 2006 for the subdivision or consolidation and division of any shares in the Company

Any resolution under section 622 Companies Act 2006 for the redenomination of the share capital or class of share capital of the Company

Any resolution to reduce the Company's share capital, including under Chapter 10 of Part 17 Companies Act 2006 or under section 626 Companies Act 2006

Any resolution to grant, vary, revoke or renew authorisation for an off-market purchase of shares or for the variation or release of an off-market purchase contract in accordance with section 694, 697 or 700 Companies Act 2006

	<p>Any resolution to approve a payment out of capital for the redemption or purchase of the Company's own shares</p> <p>Any resolution to approve a voluntary arrangement (within the meaning of section 1 Insolvency Act 1986)</p> <p>Any resolution for voluntary winding up (within the meaning of section 84(2) Insolvency Act 1986)</p> <p>Any resolution to agree to any compromise or arrangement in accordance with part 26 Companies Act 2006</p> <p><u>Schedule 2</u></p> <p>Transferring, selling, assigning, licensing or otherwise disposing of all or a material part of the business, property, assets (including the intellectual property rights) or undertaking of the Company except in the ordinary course of business, or as provided for in the budget or Business Plan</p> <p>Expanding or making any material change in the nature of the Company's business beyond beauty, personal care and cosmetic products</p> <p>Entering into, terminating or agreeing any material variation to any contract or transaction with any shareholder or any Associate of any shareholder other than on terms which are no less favourable to the Company than arm's length terms</p> <p>Disposing of any share or interest (legally or beneficially) in, or in the assets or undertaking of, any body corporate or other legal entity or in a partnership</p> <p>Recommending, declaring or paying any dividend or other distribution to shareholders other than in accordance with any shareholders' agreement and these articles</p> <p>Applying for a listing or flotation of any of the Company's share capital or debt securities on any public exchange</p> <p>Agreeing to any material variation to the Services Agreement dated with the date of adoption of these articles between the Company and an Associate of the A Shareholder Majority</p> <p>Entering into an agreement or arrangement to take any of the actions listed above</p>
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