

# SH01

## Return of allotment of shares



Companies House



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☒ **What this form is for**  
You may use this form to give  
notice of shares allotted following  
incorporation.

☐ **What this form is NO**  
You cannot use this for  
notice of shares taken  
on formation of the com  
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shares by an unlimited

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COMPANIES HOUSE

### 1 Company details

Company number 1 0 2 3 8 7 8 8  
Company name in full MOBILITY PLUS HOLDINGS LIMITED

→ **Filling 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 0 3 1 0 2 0 1 6  
To Date 0 3 1 0 2 0 1 6

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.

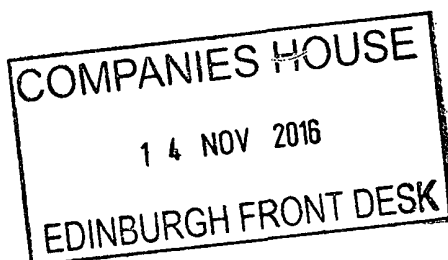
Currency ②	Class of shares (E.g. Ordinary/Preference etc.)	Number of shares allotted	Nominal value of each share	Amount paid (including share premium) on each share	Amount (if any) unpaid (including share premium) on each share
GBP	ORDINARY 3A	4,000	0.02	£4,000	

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)





## 3

**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.

[illegible]



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## Return of allotment of shares

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## Statement of capital

Complete the table(s) below to show the issued share capital at the date to which this return is made up.

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

Please 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
<b>Currency table A</b>				
	SEE CONTINUATION PAGE			
	<b>Totals</b>			
<b>Currency table B</b>				
	<b>Totals</b>			
<b>Currency table C</b>				
	<b>Totals</b>			
<b>Totals (including continuation pages)</b>		<b>Total number of shares</b>	<b>Total aggregate nominal value ①</b>	<b>Total aggregate amount unpaid ①</b>
		3,977,500	£1,022.75	£0.00

① Please list total aggregate values in different currencies separately.  
For example: £100 + €100 + \$10 etc.



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## Return of allotment of shares

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### Statement of capital

Complete the table below to show the issued share capital,  
Complete a separate table for each currency.

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
GBP	A ORDINARY	2,941,260	£294.126	
GBP	B ORDINARY	986,240	£98.624	
GBP	ORDINARY 1	33,700	£337.00	
GBP	ORDINARY 2	11,300	£113.00	
GBP	ORDINARY 3A	4,000	£80.00	
GBP	ORDINARY 3B	1,000	£100.00	
Totals		3,977,500	£1,02275	£0.00



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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 share capital tables in Section 4.

**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.

**Continuation page**

Please use a Statement of Capital continuation page if necessary.

Class of share

SEE CONTINUATION PAGES

Prescribed particulars

Class of share

Prescribed particulars

Class of share

Prescribed particulars

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**Signature**

I am signing this form on behalf of the company.

Signature

Signature

X BREvans . X

This form may be signed by:

Director <sup>1</sup>, Secretary, Person authorised <sup>2</sup>, Administrator, Administrative receiver, Receiver, Receiver manager, CIC manager.**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.

**Person authorised**

Under either section 270 or 274 of the Companies Act 2006.



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## Return of allotment of shares

5	Statement of capital (prescribed particulars of rights attached to shares)	
Class of share		
Prescribed particulars	<p><b>DEFINITIONS:</b></p> <p>'Acquisition Agreement' means the agreement dated as at or around the Adoption Date and entered into between (1) the Sellers (as defined therein) and (2) BidCo relating to the acquisition by BidCo of the entire issued share capital of Mobility Plus Bathing Ltd, a company incorporated in England and Wales with company number 05522263.</p> <p>'Act' means the Companies Act 2006 and every statutory modification or re-enactment of it for the time being in force.</p> <p>'Acting in Concert' has the meaning ascribed to it by the Takeover Code as in force and construed at the Adoption Date</p> <p>'Adoption' Date means the date of adoption of the Articles</p> <p>'Articles' means the articles of association of the Company</p> <p>'A Shares' means the A ordinary shares of £0.0001 each in the capital of the Company</p> <p>'BidCo' means Dunwilco 1900 (BidCo) Limited, a company incorporated in England and Wales with company number 10239950</p> <p>'BidCo Loan Note Deed' means the instrument creating the BidCo Loan Notes to be executed by BidCo on the Adoption Date.</p> <p>'BidCo Loan Notes' means the £986,240 10% fixed rate secured loan notes 2026 issued or to be issued by BidCo and constituted by the BidCo Loan Note Deed or, as the case may be, the amount of such notes for the time being outstanding.</p> <p>'B Shares' means the B ordinary shares of £0.0001 each in the capital of the Company.</p> <p>'Co Investment Scheme' means, in relation to an Investor (or a member of the same group as that Investor), a scheme or arrangement under which certain officers, employees, partners, investors or other participants of that Investor (or of a member of the same group as that Investor) or of its Fund Manager are entitled or permitted (as individuals or through a body corporate or any other person, entity or other arrangement) to acquire or participate in Shares, or otherwise participate in the Company.</p> <p>'Company' means Dunwilco 1900 (TopCo) Limited (Company Number 10238788).</p> <p>'Connected Persons' shall have the meaning provided by section 1122 of the Corporation Tax Act 2010, and a person shall be deemed to be connected with another if that person is connected with another within the meaning of section 1122 of the Corporation Tax Act 2010.</p> <p>'Controlling Interest' in relation to a person means that person and his or its Connected Persons holding an interest in shares in a company conferring in the aggregate more than 50% of the total voting rights conferred by all the issued shares in that company.</p>	



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Class of share		
Prescribed particulars	<p>'Exit' means the earliest to occur of:</p> <p>(a) the time and date on which a Sale is completed;</p> <p>(b) the time and date at which a Listing takes place; or</p> <p>(c) the time and date at which a Liquidation takes place.</p> <p>'Fund' means any person, entity or arrangement, whose principal business or purpose is to make or hold investments which are managed by a Fund Manager.</p> <p>'Fund Manager' means a person whose principal business is to arrange, consult, make, manage or advise upon investments.</p> <p>'Group' means the Company, its subsidiaries and its subsidiary undertakings from time to time and 'Group Company' means any one of them; provided that in the context of the accounts, the Group shall include only the Company, its subsidiaries and such of the Company's subsidiary undertakings as require to be included in the consolidated accounts prepared by the Company under the provisions of the Act.</p> <p>'Hannah Director' has the meaning given to it in Article 13.5 of the Articles.</p> <p>'Individual Shareholders' means Simon Donald Hannah and Yvonne Elizabeth Hannah, and 'Individual Shareholder' means either of them.</p> <p>'Investment Agreement' means the investment agreement dated as at the Adoption Date and entered into among the Company, BidCo, the Investors (as defined therein), the Individual Shareholders (as defined therein) and the Original Managers (as defined therein).</p> <p>'Investment Cost' means:</p> <p>(a) in relation to the Investor Parties, the Paid Up Amount of the A Shares and the Ordinary 1 Shares allotted on or around the Adoption Date pursuant to the Investment Agreement, together with (i) the Paid Up Amount of any B Shares and Ordinary 2 Shares transferred to the Investors pursuant to clause 11 of the Acquisition Agreement; and (ii) any additional amounts invested in or advanced to the Company or any other member of the Group from time to time by Investor Parties whether by way of share capital, loan or loan capital (including, without limitation, the principal amount of: (a) the Investor Loan Notes; and (b) any BidCo Loan Notes held by the Investor Parties at the relevant time as a consequence of such BidCo Loan Notes having been transferred to the Investors pursuant to clause 11 of the Acquisition Agreement and paragraph 3.3 of schedule 3 to the BidCo Loan Note Deed, but excluding the principal amount of the Lonsdale A Loan Notes and the Lonsdale B Loan Notes and the principal amount of any BidCo Loan Notes transferred to the Investors pursuant to paragraph 3.1 of schedule 3 to the BidCo Loan Note Deed) (and also excluding (a) all contingent, uncalled commitments to invest or uncalled guarantees and (b) (for the avoidance of doubt) any amounts paid to the EFRBS Escrow Account (as defined in the Acquisition Agreement)), less the amount of any transaction fees (or similar) paid to the Investor Parties in respect of such subscriptions or investments; and</p>	



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5	Statement of capital (prescribed particulars of rights attached to shares)	
Class of share		
Prescribed particulars	<p>(b) in relation to the Individual Shareholder Parties, the Paid Up Amount of the B Shares and the Ordinary 2 Shares allotted on or around the Adoption Date pursuant to the Investment Agreement (excluding any B Shares and Ordinary 2 Shares transferred to the Investors pursuant to clause 11 of the Acquisition Agreement) together with any additional amounts invested in or advanced to the Company or any other member of the Group from time to time by the holders of B Shares whether by way of share capital, loan or loan capital (including, without limitation (i) the principal amount of the BidCo Loan Notes held by the Individual Shareholder Parties at the relevant time (but excluding, for the avoidance of doubt, the principal amount of any BidCo Loan Notes, transferred to the Investors pursuant to clause 11 of the Acquisition Agreement and paragraph 3.3 of schedule 3 to the BidCo Loan Note Deed), and (ii) the principal amount of any BidCo Loan Notes transferred to the Investors pursuant to paragraph 3.1 of schedule 3 to the BidCo Loan Note Deed, but excluding the principal amount of the Vendor A Loan Notes and the Vendor B Loan Notes) (and also excluding (a) all contingent, uncalled commitments to invest or uncalled guarantees and (b) (for the avoidance of doubt) (i) any amounts paid to the EFRBS Escrow Account (as defined in the Acquisition Agreement) and (ii) any cash amounts paid by the Sellers (as defined in the Acquisition Agreement) to BidCo or any other Group Company in settlement of any claims against the Sellers under the Acquisition Agreement) less the amount of any transaction fees (or similar) paid to the holders of B Shares in respect of such subscriptions or investments.</p> <p>'Investment Returns' means:</p> <p>(a) in relation to the Investor Parties: (i) the total amount of all cash received by the Investor Parties from any member of the Group or any third party in respect of any A Shares held by them; (ii) all cash received (following deduction of the Investor Parties share of any transaction fees agreed with Investor Consent to be deducted from the overall proceeds of the transaction) by the Investor Parties, which shall include or be deemed to include: (a) payments of interest on, and repayments of principal in respect of, the Investor Loan Notes (regardless of whether or not the Investor Loan Notes are held by the Investor Parties from time to time) or any other loans advanced to the Group by the Investor Parties or their Connected Persons or any other Investor Associate (with the exception always of the Lonsdale A Loan Notes and the Lonsdale B Loan Notes or any interest paid thereon), (b) any payments of dividends prior to a Realisation and any repayments of share capital prior to a Realisation received in respect of or attributable to the A Shares and/or the Ordinary 1 Shares (regardless of whether or not the A Shares and/or the Ordinary 1 Shares are held by the Investor Parties from time to time); and (c) payments of interest on, and repayments of principal in respect of, any BidCo Loan Notes transferred to the Investors pursuant to paragraph 3.1 of schedule 3 to the BidCo Loan Note Deed that are received by the Investor Parties, but excluding (a) any payments of dividends prior to a Realisation and any repayments of share capital prior to a Realisation received by the Investor Parties in respect of or attributable to any B Shares and/or any</p>	



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Class of share		
Prescribed particulars	<p>Ordinary 2 Shares held by the Investor Parties and (b) payments of interest on, and repayments of principal in respect of, any BidCo Loan Notes transferred to the Investors pursuant to clause 11 of the Acquisition Agreement and paragraph 3.3 of schedule 3 to the BidCo Loan Note Deed that are received by the Investor Parties; and (b) in relation to the Individual Shareholder Parties: (i) the total amount of all cash received by the Individual Shareholder Parties from any member of the Group or any third party in respect of any B Shares held by them; (ii) all cash received (following deduction of the Individual Shareholder Parties share of any transaction fees agreed with Investor Consent to be deducted from the overall proceeds of the transaction) by the Individual Shareholder Parties, which shall include or be deemed to include: (a) payments of interest on, and repayments of principal in respect of, the BidCo Loan Notes (regardless of whether or not the BidCo Loan Notes are held by the Individual Shareholder Parties from time to time, but subject to the exclusion referred to below) (including, for the avoidance of doubt, any BidCo Loan Notes transferred to the Investors pursuant to clause 11 of the Acquisition Agreement and paragraph 3.3 of schedule 3 to the BidCo Loan Note Deed that are received by the Investor Parties), or any other loans advanced to the Group by Individual Shareholder Parties or their Connected Persons (with the exception of the Vendor A Loan Notes and the Vendor B Loan Notes or any interest paid thereon); and (b) any payments of dividends prior to a Realisation and any repayments of share capital prior to a Realisation received in respect of or attributable to the B Shares and/or Ordinary 2 Shares (regardless of whether or not the B Shares and/or Ordinary 2 Shares are held by the Individual Shareholder Parties from time to time), but excluding (a) payments of interest on, and repayments of principal in respect of, any BidCo Loan Notes transferred to the Investors pursuant to paragraph 3.1 of schedule 3 to the BidCo Loan Note Deed that are received by the Investor Parties, and (b) (for the avoidance of doubt) any cash sums paid to the Sellers (as defined in the Acquisition Agreement) pursuant to the Acquisition Agreement before, on or after the Adoption Date.</p> <p>'Investor Associate' means in relation to an Investor:</p> <p>(a) each member of the same group as the Investor for the time being;</p> <p>(b) any general partner, limited partner or other partner or participant in, or member, trustee or nominee of, or Fund Manager to, that Investor or any member of the same group as that Investor for the time being;</p> <p>(c) any member of the same group as any general partner, limited partner or other partner or participant in, or member, trustee or nominee of, or Fund Manager to, that Investor or any member of the same group as that Investor for the time being;</p> <p>(d) any Fund which has the same general partner, limited partner, other partner, participant, trustee, nominee or Fund Manager as that Investor or any member of the same group as that Investor for the time being;</p> <p>(e) any Fund in respect of which that Investor or any member of the same group as that Investor is a general partner, limited partner, other partner, participant, member, trustee, nominee or Fund</p>	



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Class of share		
Prescribed particulars	<p>where the Investor is a Fund or a general partner, limited partner or other partner or participant in, or member, trustee or nominee of, or Fund Manager to a Fund, a member of the same Fund group as that Fund; and</p> <p>(g) any Co Investment Scheme of that Investor or any member of the same group as that Investor.</p> <p>Investors means the persons named as such in the Investment Agreement and any other party holding A Shares and/or Ordinary 1 Shares who agrees to adhere to the terms of the Investment Agreement as an Investor from time to time and Investor means any one of them.</p> <p>'Investor Directors' means the non-executive Directors of the Company appointed by an Investor Majority pursuant to Article 13.4 of the Articles (each an 'Investor Director').</p> <p>'Investor Loan Note Deed' means the instrument creating the Investor Loan Notes to be executed by BidCo on the Adoption Date.</p> <p>'Investor Loan Notes' means the £2,941,260 10% fixed rate secured loan notes 2026 issued or to be issued by BidCo and constituted by the Investor Loan Note Deed or, as the case may be, the amount of such loan notes for the time being.</p> <p>'Investor Majority' means the holders of more than 50% in aggregate of the A Shares in issue.</p> <p>'IRR' means the annualised discounted percentage return rate which, when applied to the items in the Monthly Cash Flows, produces an aggregate net present value of such items equal to zero as determined pursuant to the Articles;</p> <p>'Liquidation' means the solvent liquidation or winding up of the Company.</p> <p>'Listing' means either:</p> <p>(a) the unconditional granting of permission for any of the equity shares of the Company to be dealt in on any Recognised Investment Exchange; or</p> <p>(b) the unconditional granting of permission for any of the equity shares of a holding company of the Company formed for the purpose of a listing to be dealt in on any such Recognised Investment Exchange.</p> <p>'Lonsdale A Loan Note Deed' means the instrument creating the Lonsdale A Loan Notes to be executed by BidCo on the Adoption Date.</p> <p>'Lonsdale A Loan Notes' means the £116,378 4.75% fixed rate secured loan notes 2021 issued or to be issued by BidCo and constituted by the Lonsdale A Loan Note Deed or, as the case may be, the amount of such loan notes for the time being.</p> <p>'Lonsdale B Loan Note Deed' means the instrument creating the Lonsdale B Loan Notes to be executed by BidCo on the Adoption Date.</p> <p>'Lonsdale B Loan Notes' means the £133,622 5.25% fixed rate secured loan notes 2021 issued or to be issued by BidCo and constituted by the Lonsdale B Loan Note Deed or, as the case may be, the amount of such loan notes for the time being.</p>	



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## Return of allotment of shares

5	Statement of capital (prescribed particulars of rights attached to shares)	
Class of share		
Prescribed particulars	<p>'Manager Majority' means the holder(s) of more than 50% in aggregate of:</p> <p>(a) the Ordinary 3A Shares in issue (such holders being at the relevant time neither a Bad Leaver (as defined in the Articles) nor a permitted transferee (in terms of Article 7 of the Articles) of a Bad Leaver); and</p> <p>(b) the Ordinary 3B Shares in issue (such holder being at the relevant time neither a Bad Leaver (as defined in the Articles) nor a permitted transferee (in terms of Article 7 of the Articles) of a Bad Leaver).</p> <p>'Ordinary 1 Shares' means the ordinary shares of £0.01 each in the capital of the Company.</p> <p>'Ordinary 2 Shares' means the ordinary shares of £0.01 each in the capital of the Company.</p> <p>'Ordinary 3A Shares' means the ordinary shares of £0.02 each in the capital of the Company.</p> <p>'Ordinary 3B Shares' means the ordinary shares of £0.10 each in the capital of the Company.</p> <p>'Paid Up Amount' means the amount paid up or credited as paid up (including any premium actually paid) on a Share.</p> <p>'Proceeds' means the gross consideration received or receivable by the Company and/or any of the shareholders of the Company (as the case may be) in respect of a return of capital on liquidation or capital reduction or other return or distribution of capital or assets or an Exit and shall include (i) the amount of any deferred consideration the payment of which is dependent solely on the passage of time, (ii) any consideration given otherwise than in cash (iii) any consideration (in cash or otherwise) received by the Company and/or any of the shareholders (as the case may be) of the Company which having regard to the substance of the transaction can reasonably be regarded as an addition to the price paid (excluding any redemption or payment of the principal or interest in respect of the Investor Loan Notes, the Lonsdale A Loan Notes, the Lonsdale B Loan Notes, the BidCo Loan Notes, the Vendor A Loan Notes or the Vendor B Loan Notes, but without prejudice to the definitions of Investment Cost and Investment Return and the terms of Article 3.2 of the Articles); and shall take account of any adjustment to the consideration by reference to completion accounts or any similar mechanism PROVIDED THAT (i) if the consideration is satisfied wholly or partly by an issue of shares in a company which is listed or quoted on a Recognised Investment Exchange, the value attributable to such shares shall be the average of the closing mid prices during the ten days ending on the day immediately prior to the date on which the calculation is made, and (ii) if the consideration is satisfied wholly or partly by an issue of shares in a company which is not listed or quoted on a Recognised Investment Exchange, the value attributable to such shares shall be determined by agreement between the Company, an Investor Majority, a Manager Majority and (for so long as the Individual Shareholders or their permitted transferees (in terms of Article 7.1 of the Articles) are the registered holders or beneficial owners of shares representing, in aggregate, 5% or more of the voting rights attached to the Companys voting share capital for the time being) an Individual Shareholder Majority and PROVIDED</p>	



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## Return of allotment of shares

5	Statement of capital (prescribed particulars of rights attached to shares)	
Class of share		
Prescribed particulars	<p>to the consideration received or receivable or to the value attributable to any non-cash consideration the matter shall be referred to one of PricewaterhouseCoopers, Ernst &amp; Young, KPMG or Deloitte to act as an independent umpire (acting as an expert and not as an arbitrator) (the Valuer) notified by an Investor Majority to the Board or in the event that the Valuer is unwilling or unable to act a firm of chartered accountants (not being the Companys auditors) to act as an independent umpire (acting as an expert and not as an arbitrator) appointed by the President for the time being of the Institute of Chartered Accountants in England and Wales (or any successor body thereto) at the request of an Investor Majority whose decision shall be final and binding.</p> <p>'Realisation' means a return of capital on Liquidation or capital reduction or other return or distribution of capital or assets or an Exit.</p> <p>'Recognised Investment Exchange' has the meaning given in section 285 of the Financial Services and Markets Act 2000.</p> <p>'Sale' means the acceptance of an offer or the making of an agreement which upon the satisfaction of the conditions (if any) of such offer or agreement results in either:</p> <p>(a) the obtaining of a Controlling Interest in the Group by; or</p> <p>(b) the sale of the whole or substantially the whole of the business and/or assets of the Group to,</p> <p>a single buyer or group of buyers Acting in Concert (none of whom is an Investor or permitted transferee (in terms of Article 7 of the Articles) of an Investor or person in whom an Investor or any such permitted transferee of an Investor has an interest).</p> <p>'Senior Loan Note Deeds' means the Lonsdale A Loan Note Deed, the Lonsdale B Loan Note Deed, the Vendor A Loan Note Deed and the Vendor B Loan Note Deed.</p> <p>'Senior Third Party Lender' has the meaning given to it in the Investment Agreement.</p> <p>'Share(s)' means shares in the capital of the Company of any class from time to time.</p> <p>'Takeover Code' means the Takeover Code issued by the United Kingdom's Panel on Takeovers and Mergers (as updated or amended from time to time).</p> <p>'Vendor A Loan Note Deed' means the instrument creating the Vendor A Loan Notes to be executed by BidCo on the Adoption Date.</p> <p>'Vendor A Loan Notes' means the £2,583,622 4.75% fixed rate secured loan notes 2021 issued or to be issued by BidCo and constituted by the Vendor A Loan Note Deed or, as the case may be, the amount of such loan notes for the time being.</p> <p>'Vendor B Loan Note Deed' means the instrument creating the Vendor B Loan Notes to be executed by BidCo on the Adoption Date.</p> <p>'Vendor B Loan Notes' means the £2,966,378 5.25% fixed rate secured loan notes 2021 issued or to be issued by BidCo and constituted by the Vendor B Loan Note Deed or, as the case may be, the amount of such loan notes for the time being.</p>	



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Class of share	A ordinary shares	
Prescribed particulars	<p><b>Voting Rights:</b></p> <p>The A Shares shall not confer on the holders thereof any right to vote and the holder of the A Shares shall not be entitled to receive notice of general meetings of the Company.</p> <p><b>Rights to Dividends:</b></p> <p>Any profits of the Company which are available for distribution shall (if and to the extent distributed) be distributed to the holders of the A Shares and the B Shares pro rata according to the number of fully paid up A Shares and B Shares held by them respectively and shall accrue on a daily basis. No dividend shall be paid on any partly paid Share.</p> <p><b>Return of Capital:</b></p> <p>On any Realisation, the Proceeds shall be distributed in the following order:</p> <p>(1) first, in paying to the Investors (and to any Investor Associate or permitted transferee of an Investor holding A Shares (or, if relevant B Shares)) (together the Investor Parties), in proportion to the number of A Shares and/or B Shares held by them (pari passu as if they constituted one class of share), the Proceeds until the cumulative distributions of Investment Returns to the Investor Parties represents an IRR of 10% returned to the Investor Parties;</p> <p>(2) second, in paying to the Individual Shareholders (and to any permitted transferee of an Individual Shareholder holding B Shares) (together the Individual Shareholder Parties), in proportion to the number of B Shares held by them, the remaining Proceeds until the cumulative distributions of Investment Returns to the Individual Shareholder Parties represents an IRR of 10% returned to the Individual Shareholder Parties;</p> <p>(3) third, in paying to each holder of Ordinary 3A Shares and each holder of Ordinary 3B Shares (pari passu as if they constituted one class of share) the Paid Up Amount of each of the Ordinary 3A Shares and Ordinary 3B Shares held by him; and</p> <p>(4) fourth, any remaining Proceeds shall be paid or distributed to the holders of the Ordinary 1 Shares, the Ordinary 2 Shares, the Ordinary 3A Shares and the Ordinary 3B Shares (pari passu as if they constituted one class of share) in proportion to the number of Ordinary 1 Shares, Ordinary 2 Shares, Ordinary 3A Shares and Ordinary 3B Shares held by them respectively.</p> <p><b>Rights of Redemption:</b></p> <p>The A Shares are not redeemable.</p>	



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5	Statement of capital (prescribed particulars of rights attached to shares)	
Class of share	B ordinary shares	
Prescribed particulars	<p><b>Voting Rights:</b></p> <p>The B Shares shall not confer on the holders thereof any right to vote and the holder of the B Shares shall not be entitled to receive notice of general meetings of the Company.</p> <p><b>Rights to Dividends:</b></p> <p>Any profits of the Company which are available for distribution shall (if and to the extent distributed) be distributed to the holders of the A Shares and the B Shares pro rata according to the number of fully paid up A Shares and B Shares held by them respectively and shall accrue on a daily basis. No dividend shall be paid on any partly paid Share.</p> <p><b>Return of Capital:</b></p> <p>On any Realisation, the Proceeds shall be distributed in the following order:</p> <p>(1) first, in paying to the Investors (and to any Investor Associate or permitted transferee of an Investor holding A Shares (or, if relevant B Shares)) (together the Investor Parties), in proportion to the number of A Shares and/or B Shares held by them (pari passu as if they constituted one class of share), the Proceeds until the cumulative distributions of Investment Returns to the Investor Parties represents an IRR of 10% returned to the Investor Parties;</p> <p>(2) second, in paying to the Individual Shareholders (and to any permitted transferee of an Individual Shareholder holding B Shares) (together the Individual Shareholder Parties), in proportion to the number of B Shares held by them, the remaining Proceeds until the cumulative distributions of Investment Returns to the Individual Shareholder Parties represents an IRR of 10% returned to the Individual Shareholder Parties;</p> <p>(3) third, in paying to each holder of Ordinary 3A Shares and each holder of Ordinary 3B Shares (pari passu as if they constituted one class of share) the Paid Up Amount of each of the Ordinary 3A Shares and Ordinary 3B Shares held by him; and</p> <p>(4) fourth, any remaining Proceeds shall be paid or distributed to the holders of the Ordinary 1 Shares, the Ordinary 2 Shares, the Ordinary 3A Shares and the Ordinary 3B Shares (pari passu as if they constituted one class of share) in proportion to the number of Ordinary 1 Shares, Ordinary 2 Shares, Ordinary 3A Shares and Ordinary 3B Shares held by them respectively.</p> <p><b>Rights of Redemption:</b></p> <p>The B Shares are not redeemable.</p>	



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## Return of allotment of shares

5	Statement of capital (prescribed particulars of rights attached to shares)	
Class of share	Ordinary 1 shares	
Prescribed particulars	<p>Voting Rights:</p> <p>(1) The holders of the Ordinary 1 Shares shall be entitled to receive notice of, to attend and to speak and to vote at all general meetings of the Company and to vote on all written resolutions of the Company.</p> <p>(2) Subject to (3) and (4) below, the holders of each of the Ordinary 1 Shares, who (being individuals) are present in person or by proxy or (being a corporation) are present by duly authorised representatives or by proxy shall:</p> <p>(a) on a show of hands, have one vote each; and</p> <p>(b) on a poll or a written resolution, have one vote each for every Ordinary 1 Share held.</p> <p>(3) Subject to (4) below, for so long as they or their permitted transferees (in terms of Article 7) hold Ordinary 1 Shares, the Investors who are present in person or by proxy shall:</p> <p>(a) on a show of hands, have one vote each; and</p> <p>(b) on a poll:</p> <p>(i) on a resolution for the removal of an Investor Director or any Director appointed by the Investors pursuant to the Articles, have in aggregate twice the number of votes carried by all the other Shares, apportioned pro rata (as nearly as practicable) among the Ordinary 1 Shares held by the Investors; and</p> <p>(ii) on any other resolution, have one vote each for every Ordinary 1 Share held.</p> <p>(4) In the event that:</p> <p>(a) an event of default or potential event of default has occurred under the Senior Loan Note Deeds or any facility agreement entered into by a Group Company with a Senior Third Party Lender or any debenture of the Company or any other Group Company, which breach (if capable of remedy) has not been remedied within seven days of notice to the Company from an Investor Majority requiring it to be remedied;</p>	



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## Return of allotment of shares

5	Statement of capital (prescribed particulars of rights attached to shares)	
Class of share	Ordinary 1 shares	
Prescribed particulars	<p>(b) (in the opinion of an Investor Majority acting reasonably) either: (i) the working capital of the Group is prejudiced to such an extent that either (a) the Group is likely to require additional funding so as to preserve a reasonable and prudent working capital position or (b) there is a probability that the Group will commit a breach of any cash-related covenant arising pursuant to any facility agreement entered into by a Group Company with a Senior Third Party Lender; or (ii) there is a probability that the Group will commit a breach of any of the other financial covenants in the Senior Loan Note Deeds or any facility agreement entered into by a Group Company with a Senior Third Party Lender;</p> <p>(c) a material breach has occurred of the Investment Agreement or the Articles other than by a holder of Ordinary 1 Shares, which breach (if capable of remedy) has not been remedied within seven days of notice to the Company from an Investor Majority requiring it to be remedied; or</p> <p>(d) the annual audited consolidated accounts of the Company, as delivered to the Investors in accordance with the Investment Agreement, contain a qualified or adverse opinion of any nature from the auditors or the auditors express reservations or doubts in such accounts as to the ability of the Company (or any Group Company) to continue as a going concern</p> <p>then, each holder of Ordinary 1 Shares shall (after becoming aware of the circumstances giving rise to the rights set out in this paragraph (4) and an Investor Majority having served notice upon the Company that additional votes are to be exercised) be entitled, in that capacity, to exercise on a poll vote at a general meeting, or on a vote on a written resolution such number of votes for every Ordinary 1 Share of which it is the holder as shall confer upon the Ordinary 1 Shares 95% of the total voting rights of all Shares in issue at the relevant time.</p> <p>Rights to Dividends:</p> <p>Each of the Ordinary 1 Shares shall entitle the holder thereof to receive 0.01% of any dividend or distribution paid on any A Share or B Share, but otherwise the Ordinary 1 Shares shall not be entitled to any dividend or income distribution, whether pursuant to the Articles or otherwise.</p> <p>Return of Capital:</p> <p>On any Realisation, the Proceeds shall be distributed in the following order:</p>	



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## Return of allotment of shares

5	Statement of capital (prescribed particulars of rights attached to shares)	
Class of share	Ordinary 1 shares	
Prescribed particulars	<p>(1) first, in paying to the Investors (and to any Investor Associate or permitted transferee of an Investor holding A Shares (or, if relevant B Shares)) (together the Investor Parties), in proportion to the number of A Shares and/or B Shares held by them (pari passu as if they constituted one class of share), the Proceeds until the cumulative distributions of Investment Returns to the Investor Parties represents an IRR of 10% returned to the Investor Parties;</p> <p>(2) second, in paying to the Individual Shareholders (and to any permitted transferee of an Individual Shareholder holding B Shares) (together the Individual Shareholder Parties), in proportion to the number of B Shares held by them, the remaining Proceeds until the cumulative distributions of Investment Returns to the Individual Shareholder Parties represents an IRR of 10% returned to the Individual Shareholder Parties;</p> <p>(3) third, in paying to each holder of Ordinary 3A Shares and each holder of Ordinary 3B Shares (pari passu as if they constituted one class of share) the Paid Up Amount of each of the Ordinary 3A Shares and Ordinary 3B Shares held by him; and</p> <p>(4) fourth, any remaining Proceeds shall be paid or distributed to the holders of the Ordinary 1 Shares, the Ordinary 2 Shares, the Ordinary 3A Shares and the Ordinary 3B Shares (pari passu as if they constituted one class of share) in proportion to the number of Ordinary 1 Shares, Ordinary 2 Shares, Ordinary 3A Shares and Ordinary 3B Shares held by them respectively.</p> <p>Rights of Redemption:</p> <p>The Ordinary 1 Shares are not redeemable.</p>	



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## Return of allotment of shares

5	Statement of capital (prescribed particulars of rights attached to shares)	
Class of share	Ordinary 2 shares	
Prescribed particulars	<p>Voting Rights:</p> <p>(1) The holders of the Ordinary 2 Shares shall be entitled to receive notice of, to attend and to speak and to vote at all general meetings of the Company and to vote on all written resolutions of the Company.</p> <p>(2) Subject to (3) and (4) below, the holders of each of the Ordinary 2 Shares, who (being individuals) are present in person or by proxy or (being a corporation) are present by duly authorised representatives or by proxy shall:</p> <p>(a) on a show of hands, have one vote each; and</p> <p>(b) on a poll or a written resolution, have one vote each for every Ordinary 2 Share held.</p> <p>(3) Subject to (4) below, for so long as they or their permitted transferees are the registered holders or beneficial owners of shares representing, in aggregate, 5% or more of the voting rights attached to the Companys voting share capital for the time being, the Individual Shareholders who are present in person or by proxy shall:</p> <p>(a) on a show of hands, have one vote each; and</p> <p>(b) on a poll:</p> <p>(i) on a resolution for the removal of a Hannah Director have in aggregate twice the number of votes carried by all the other Shares, apportioned pro rata (as nearly as practicable) among the Ordinary 2 Shares held by the Individual Shareholders; and</p> <p>(ii) on any other resolution, have one vote each for every Ordinary 2 Share held.</p> <p>(4) In the event that:</p> <p>(a) an event of default or potential event of default has occurred under the Senior Loan Note Deeds or any facility agreement entered into by a Group Company with a Senior Third Party Lender or any debenture of the Company or any other Group Company, which breach (if capable of remedy) has not been remedied within seven days of notice to the Company from an Investor Majority requiring it to be remedied;</p>	



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## Return of allotment of shares

5 Statement of capital (prescribed particulars of rights attached to shares)	
Class of share	Ordinary 2 shares
Prescribed particulars	<p>(b) (in the opinion of an Investor Majority acting reasonably) either: (i) the working capital of the Group is prejudiced to such an extent that either (a) the Group is likely to require additional funding so as to preserve a reasonable and prudent working capital position or (b) there is a probability that the Group will commit a breach of any cash-related covenant arising pursuant to any facility agreement entered into by a Group Company with a Senior Third Party Lender; or (ii) there is a probability that the Group will commit a breach of any of the other financial covenants in the Senior Loan Note Deeds or any facility agreement entered into by a Group Company with a Senior Third Party Lender;</p> <p>(c) a material breach has occurred of the Investment Agreement or the Articles other than by a holder of Ordinary 1 Shares, which breach (if capable of remedy) has not been remedied within seven days of notice to the Company from an Investor Majority requiring it to be remedied; or</p> <p>(d) the annual audited consolidated accounts of the Company, as delivered to the Investors in accordance with the Investment Agreement, contain a qualified or adverse opinion of any nature from the auditors or the auditors express reservations or doubts in such accounts as to the ability of the Company (or any Group Company) to continue as a going concern</p> <p>then, each holder of Ordinary 1 Shares shall (after becoming aware of the circumstances giving rise to the rights set out in this paragraph (4) and an Investor Majority having served notice upon the Company that additional votes are to be exercised) be entitled, in that capacity, to exercise on a poll vote at a general meeting, or on a vote on a written resolution such number of votes for every Ordinary 1 Share of which it is the holder as shall confer upon the Ordinary 1 Shares 95% of the total voting rights of all Shares in issue at the relevant time.</p> <p>Rights to Dividends:</p> <p>Each of the Ordinary 2 Shares shall entitle the holder thereof to receive 0.01% of any dividend or distribution paid on any A Share or B Share, but otherwise the Ordinary 2 Shares shall not be entitled to any dividend or income distribution, whether pursuant to the Articles or otherwise.</p> <p>Return of Capital:</p> <p>On any Realisation, the Proceeds shall be distributed in the following order:</p>



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## Return of allotment of shares

5	Statement of capital (prescribed particulars of rights attached to shares)	
Class of share	Ordinary 2 shares	
Prescribed particulars	<p>(1) first, in paying to the Investors (and to any Investor Associate or permitted transferee of an Investor holding A Shares (or, if relevant B Shares)) (together the Investor Parties), in proportion to the number of A Shares and/or B Shares held by them (pari passu as if they constituted one class of share), the Proceeds until the cumulative distributions of Investment Returns to the Investor Parties represents an IRR of 10% returned to the Investor Parties;</p> <p>(2) second, in paying to the Individual Shareholders (and to any permitted transferee of an Individual Shareholder holding B Shares) (together the Individual Shareholder Parties), in proportion to the number of B Shares held by them, the remaining Proceeds until the cumulative distributions of Investment Returns to the Individual Shareholder Parties represents an IRR of 10% returned to the Individual Shareholder Parties;</p> <p>(3) third, in paying to each holder of Ordinary 3A Shares and each holder of Ordinary 3B Shares (pari passu as if they constituted one class of share) the Paid Up Amount of each of the Ordinary 3A Shares and Ordinary 3B Shares held by him; and</p> <p>(4) fourth, any remaining Proceeds shall be paid or distributed to the holders of the Ordinary 1 Shares, the Ordinary 2 Shares, the Ordinary 3A Shares and the Ordinary 3B Shares (pari passu as if they constituted one class of share) in proportion to the number of Ordinary 1 Shares, Ordinary 2 Shares, Ordinary 3A Shares and Ordinary 3B Shares held by them respectively.</p> <p>Rights of Redemption:</p> <p>The Ordinary 2 Shares are not redeemable.</p>	



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## Return of allotment of shares

5	Statement of capital (prescribed particulars of rights attached to shares)	
Class of share	Ordinary 3A shares	
Prescribed particulars	<p>Voting Rights:</p> <p>(1) The holders of the Ordinary 3A Shares shall be entitled to receive notice of, to attend and to speak and to vote at all general meetings of the Company and to vote on all written resolutions of the Company.</p> <p>(2) Subject to (3) below, the holders of each of the Ordinary 3A Shares, who (being individuals) are present in person or by proxy or (being a corporation) are present by duly authorised representatives or by proxy shall:</p> <p>(a) on a show of hands, have one vote each; and</p> <p>(b) on a poll or a written resolution, have one vote each for every Ordinary 3A Share held.</p> <p>(3) In the event that:</p> <p>(a) an event of default or potential event of default has occurred under the Senior Loan Note Deeds or any facility agreement entered into by a Group Company with a Senior Third Party Lender or any debenture of the Company or any other Group Company, which breach (if capable of remedy) has not been remedied within seven days of notice to the Company from an Investor Majority requiring it to be remedied;</p> <p>(b) (in the opinion of an Investor Majority acting reasonably) either: (i) the working capital of the Group is prejudiced to such an extent that either (a) the Group is likely to require additional funding so as to preserve a reasonable and prudent working capital position or (b) there is a probability that the Group will commit a breach of any cash-related covenant arising pursuant to any facility agreement entered into by a Group Company with a Senior Third Party Lender; or (ii) there is a probability that the Group will commit a breach of any of the other financial covenants in the Senior Loan Note Deeds or any facility agreement entered into by a Group Company with a Senior Third Party Lender;</p> <p>(c) a material breach has occurred of the Investment Agreement or the Articles other than by a holder of Ordinary 1 Shares, which breach (if capable of remedy) has not been remedied within seven days of notice to the Company from an Investor Majority requiring it to be remedied; or</p> <p>(d) the annual audited consolidated accounts of the Company, as delivered to the Investors in accordance with the Investment Agreement, contain a qualified or adverse opinion of any nature from the auditors or the auditors express reservations or doubts in such accounts as to the ability of the Company (or any Group Company) to continue as a going concern</p>	



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## Return of allotment of shares

5	Statement of capital (prescribed particulars of rights attached to shares)	
Class of share	Ordinary 3A shares	
Prescribed particulars	<p>then, each holder of Ordinary 1 Shares shall (after becoming aware of the circumstances giving rise to the rights set out in this paragraph (4) and an Investor Majority having served notice upon the Company that additional votes are to be exercised) be entitled, in that capacity, to exercise on a poll vote at a general meeting, or on a vote on a written resolution such number of votes for every Ordinary 1 Share of which it is the holder as shall confer upon the Ordinary 1 Shares 95% of the total voting rights of all Shares in issue at the relevant time.</p> <p><b>Rights to Dividends:</b></p> <p>Each of the Ordinary 3A Shares shall entitle the holder thereof to receive 0.01% of any dividend or distribution paid on any A Share or B Share, but otherwise the Ordinary 3A Shares shall not be entitled to any dividend or income distribution, whether pursuant to the Articles or otherwise.</p> <p><b>Return of Capital:</b></p> <p>On any Realisation, the Proceeds shall be distributed in the following order:</p> <p>(1) first, in paying to the Investors (and to any Investor Associate or permitted transferee of an Investor holding A Shares (or, if relevant B Shares)) (together the Investor Parties), in proportion to the number of A Shares and/or B Shares held by them (pari passu as if they constituted one class of share), the Proceeds until the cumulative distributions of Investment Returns to the Investor Parties represents an IRR of 10% returned to the Investor Parties;</p> <p>(2) second, in paying to the Individual Shareholders (and to any permitted transferee of an Individual Shareholder holding B Shares) (together the Individual Shareholder Parties), in proportion to the number of B Shares held by them, the remaining Proceeds until the cumulative distributions of Investment Returns to the Individual Shareholder Parties represents an IRR of 10% returned to the Individual Shareholder Parties;</p> <p>(3) third, in paying to each holder of Ordinary 3A Shares and each holder of Ordinary 3B Shares (pari passu as if they constituted one class of share) the Paid Up Amount of each of the Ordinary 3A Shares and Ordinary 3B Shares held by him; and</p> <p>(4) fourth, any remaining Proceeds shall be paid or distributed to the holders of the Ordinary 1 Shares, the Ordinary 2 Shares, the Ordinary 3A Shares and the Ordinary 3B Shares (pari passu as if they constituted one class of share) in proportion to the number of Ordinary 1 Shares, Ordinary 2 Shares, Ordinary 3A Shares and Ordinary 3B Shares held by them respectively.</p> <p><b>Rights of Redemption:</b></p> <p>The Ordinary 3A Shares are not redeemable.</p>	



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## Return of allotment of shares

5	Statement of capital (prescribed particulars of rights attached to shares)	
Class of share	Ordinary 3B shares	
Prescribed particulars	<p>Voting Rights:</p> <p>(1) The holders of the Ordinary 3B Shares shall be entitled to receive notice of, to attend and to speak and to vote at all general meetings of the Company and to vote on all written resolutions of the Company.</p> <p>(2) Subject to (3) below, the holders of each of the Ordinary 3B Shares, who (being individuals) are present in person or by proxy or (being a corporation) are present by duly authorised representatives or by proxy shall:</p> <p>(a) on a show of hands, have one vote each; and</p> <p>(b) on a poll or a written resolution, have three votes each for every Ordinary 3B Share held.</p> <p>(3) In the event that:</p> <p>(a) an event of default or potential event of default has occurred under the Senior Loan Note Deeds or any facility agreement entered into by a Group Company with a Senior Third Party Lender or any debenture of the Company or any other Group Company, which breach (if capable of remedy) has not been remedied within seven days of notice to the Company from an Investor Majority requiring it to be remedied;</p> <p>(b) (in the opinion of an Investor Majority acting reasonably) either: (i) the working capital of the Group is prejudiced to such an extent that either (a) the Group is likely to require additional funding so as to preserve a reasonable and prudent working capital position or (b) there is a probability that the Group will commit a breach of any cash-related covenant arising pursuant to any facility agreement entered into by a Group Company with a Senior Third Party Lender; or (ii) there is a probability that the Group will commit a breach of any of the other financial covenants in the Senior Loan Note Deeds or any facility agreement entered into by a Group Company with a Senior Third Party Lender;</p> <p>(c) a material breach has occurred of the Investment Agreement or the Articles other than by a holder of Ordinary 1 Shares, which breach (if capable of remedy) has not been remedied within seven days of notice to the Company from an Investor Majority requiring it to be remedied; or</p> <p>(d) the annual audited consolidated accounts of the Company, as delivered to the Investors in accordance with the Investment Agreement, contain a qualified or adverse opinion of any nature from the auditors or the auditors express reservations or doubts in such accounts as to the ability of the Company (or any Group Company) to continue as a going concern</p>	



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## Return of allotment of shares

5	Statement of capital (prescribed particulars of rights attached to shares)	
Class of share	Ordinary 3B shares	
Prescribed particulars	<p>then, each holder of Ordinary 1 Shares shall (after becoming aware of the circumstances giving rise to the rights set out in this paragraph (4) and an Investor Majority having served notice upon the Company that additional votes are to be exercised) be entitled, in that capacity, to exercise on a poll vote at a general meeting, or on a vote on a written resolution such number of votes for every Ordinary 1 Share of which it is the holder as shall confer upon the Ordinary 1 Shares 95% of the total voting rights of all Shares in issue at the relevant time.</p> <p><b>Rights to Dividends:</b></p> <p>Each of the Ordinary 3B Shares shall entitle the holder thereof to receive 0.01% of any dividend or distribution paid on any A Share or B Share, but otherwise the Ordinary 3B Shares shall not be entitled to any dividend or income distribution, whether pursuant to the Articles or otherwise.</p> <p><b>Return of Capital:</b></p> <p>On any Realisation, the Proceeds shall be distributed in the following order:</p> <p>(1) first, in paying to the Investors (and to any Investor Associate or permitted transferee of an Investor holding A Shares (or, if relevant B Shares)) (together the Investor Parties), in proportion to the number of A Shares and/or B Shares held by them (pari passu as if they constituted one class of share), the Proceeds until the cumulative distributions of Investment Returns to the Investor Parties represents an IRR of 10% returned to the Investor Parties;</p> <p>(2) second, in paying to the Individual Shareholders (and to any permitted transferee of an Individual Shareholder holding B Shares) (together the Individual Shareholder Parties), in proportion to the number of B Shares held by them, the remaining Proceeds until the cumulative distributions of Investment Returns to the Individual Shareholder Parties represents an IRR of 10% returned to the Individual Shareholder Parties;</p> <p>(3) third, in paying to each holder of Ordinary 3A Shares and each holder of Ordinary 3B Shares (pari passu as if they constituted one class of share) the Paid Up Amount of each of the Ordinary 3A Shares and Ordinary 3B Shares held by him; and</p> <p>(4) fourth, any remaining Proceeds shall be paid or distributed to the holders of the Ordinary 1 Shares, the Ordinary 2 Shares, the Ordinary 3A Shares and the Ordinary 3B Shares (pari passu as if they constituted one class of share) in proportion to the number of Ordinary 1 Shares, Ordinary 2 Shares, Ordinary 3A Shares and Ordinary 3B Shares held by them respectively.</p> <p><b>Rights of Redemption:</b></p> <p>The Ordinary 3B Shares are not redeemable.</p>	



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## Return of allotment of shares

**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	Caroline Ironside					
Company name	CMS Cameron McKenna LLP					
Address	Saltire Court					
20 Castle Terrace						
Edinburgh						
Post town						
County/Region						
Postcode	E	H	1	2	E	N
Country						
DX	DX553001					
Telephone	0131 228 8000					

**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 relevant 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.gov.uk/companieshouse](http://www.gov.uk/companieshouse) 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.gov.uk/companieshouse](http://www.gov.uk/companieshouse)