

MULTI CLASS CONSTITUTION – Share Classes & Rights

Our standard multi class constitution is suitable for a company registered with share classes Ordinary, Preference and A to F. If you require additional share classes, or need changes made to the rights attached to any of the share classes, please contact us prior to placing your order.

2.3 Share classes

- (a) The capital of the company is divided into the following share classes:
 - (i) Ordinary Shares;
 - (ii) "A" Class Shares;
 - (iii) "B" Class Shares;
 - (iv) "C" Class Shares;
 - (v) "D" Class Shares;
 - (vi) "E" Class Shares; and
 - (vii) "F" Class Shares.
- (b) Each Ordinary Share, "A" Class Share and "B" Class Share confers upon its holder the right to receive notice of, attend and vote at a meeting of members. Each "C" Class Share, "D" Class Share, "E" Class Share and "F" Class Share confers on its holder no right to receive notice of, attend or vote at a meeting of members.
- (c) Each Ordinary Share, "A" Class Share, "B" Class Share, "C" Class Share, "D" Class Share, "E" Class Share and "F" Class Share confers upon its holder the right, ranking after any Preference Shares but ranking equally with all other classes of Shares, to payment in cash of the amount then paid up on the share on a winding up of the Company.
- (d) Each Ordinary Share, "A" Class Share, "B" Class Share, "C" Class Share, "D" Class Share, "E" Class Share and "F" Class Share confers upon its holder the right, ranking equally with all other classes of Shares, to payment of any dividend determined to be paid on that class by the directors.
- (e) Each Ordinary Share, "A" Class Share, "B" Class Share, "C" Class Share, "D" Class Share, "E" Class Share and "F" Class Share confers upon its holder the right to participate in the surplus assets or profits in the company.

2.4 Preference shares

The company may issue preference shares from time to time. Subject to rule 2.3 preference shares have the following rights and restrictions:

- (f) **repayment of capital:** the right in priority to any other class of shares to repayment of the amount paid on the preference share:
 - (i) in a winding up or reduction of capital; and
 - (ii) in the case of a redeemable preference share, on redemption;

- (g) **dividends from profits:** the right to payment out of the profits of the company of a cumulative preferential dividend in priority to the payment of a dividend on any other class of shares, accruing from day to day and payable on the amount paid on the preference share at the times and at the rate, which may be fixed or variable;
- (h) **accrued dividends:** the right in priority to any other class of shares to the amount of any dividend accrued but unpaid on the preference share:
 - (i) in a winding up or reduction of capital; and
 - (ii) in the case of a redeemable preference share, on redemption;
- (i) **participation in surplus assets and profits:** no rights to participate in the profits or property of the company other than as set out in this rule 2.4 whether on a winding up, reduction of capital or, in the case of a redeemable preference share, on redemption;
- (j) **attending general meetings and receiving documents:** the same right as the holder of an ordinary share to:
 - (i) receive notice of a general meeting;
 - (ii) attend the general meeting;
 - (iii) receive notices, reports and accounts;
- (k) **voting:** the right to vote in the following circumstances and in no other circumstances:
 - (i) on a proposal to wind up the company or reduce the share capital of the company or on a proposal for the disposal of substantially all of the company's property, business and undertaking;
 - (ii) while a dividend or part of a dividend in respect of the preference share is unpaid;
 - (iii) on a resolution to approve the terms of any buy-back agreement;
 - (iv) on a proposal that affects rights attached to the preference share; or
 - (v) during the winding up of the company;
- (l) **redemption:** in the case of a redeemable preference share the right to require the company to redeem the preference share at the time and place specified in the terms of issue; and
- (m) **restrictions:** the restrictions, if any, specified in the terms of issue.