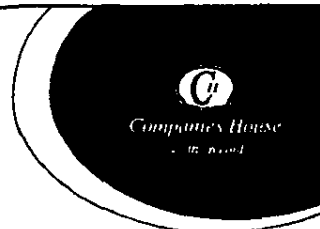


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Return of allotment of shares

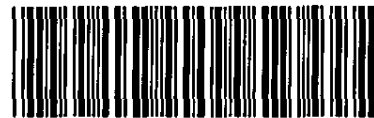


You can use the WebFiling service to file this form online.
Please go to www.companieshouse.gov.uk

☒ **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 subscrib
on formation of the company or
for an allotment of a new class of
shares by an unlimited company

THURSDAY



A44 27/05/2010 260
COMPANIES HOUSE

1 Company details

Company number 0 5 8 7 8 4 4 6

Company name in full Oakam Holdings Ltd

→ **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 ¹

From Date ^d2 ^d6 ^m0 ^m4 ^y2 ^y0 ^y1 ^y0
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.

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

Class of shares (E g Ordinary/Preference etc)	Currency ²	Number of shares allotted	Nominal value of each share	Amount paid (including share premium)	Amount (if any) unpaid (including share premium)
A Ordinary Shares	Pound sterling	25,162	£0 01	£251.62	

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

Details of non-cash
consideration.

If a PLC, please attach
valuation report (if
appropriate)

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Return of allotment of shares

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
A Ordinary Shares	£0.01		71,891	£ 718 91
B Ordinary Shares	£0.01		50,000	£ 500
C Ordinary Shares	£0.01		3,271	£ 32 71
				£
Totals			125,162	£ 1251 62

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 ❶	Amount (if any) unpaid on each share ❶	Number of shares ❷	Aggregate nominal value ❸
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

Total number of shares	
Total aggregate nominal value ④	

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

① Including both the nominal value and any
share premium

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

③ Total number of issued shares in this class.

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

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Return of allotment of shares

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

Class of share

A Ordinary Shares

Prescribed particulars
①

Please see continuation pages

Class of share

B Ordinary Shares

Prescribed particulars
①

Class of share

C Ordinary Shares

Prescribed particulars
①**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

8

Signature

I am signing this form on behalf of the company

Signature

Signature

X



X

This form may be signed by:

Director ②, Secretary, Person authorised ②, Administrator, Administrative receiver, Receiver, Receiver manager, CIC manager.

② Societas Europaea

If the form is being filed on behalf of a Societas Europaea (SE) please delete 'director' and insert details of which organ of the SE the person signing has membership.

② Person authorised

Under either section 270 or 274 of the Companies Act 2006

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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 2494/11580/30909793

Company name Herbert Smith LLP

Address Exchange House

Primrose Street

Post town London

County/Region

Postcode E C 2 A 2 H S

Country

DX 28 London

Telephone 020 7374 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 appropriate sections of the Statement of Capital.
- ☐ You have signed the form

**Important information**

Please note that all information on this form will appear on the public record.

**Where to send**

You may return this form to any Companies House address, however for expediency we advise you to return it to the appropriate address below:

For companies registered in England and Wales:
The Registrar of Companies, Companies House,
Crown Way, Cardiff, Wales, CF14 3UZ.
DX 33050 Cardiff.

For companies registered in Scotland:
The Registrar of Companies, Companies House,
Fourth floor, Edinburgh Quay 2,
139 Fountainbridge, Edinburgh, Scotland, EH3 9FF
DX ED235 Edinburgh 1
or LP - 4 Edinburgh 2 (Legal Post).

For companies registered in Northern Ireland:
The Registrar of Companies, Companies House,
First Floor, Waterfront Plaza, 8 Laganbank Road,
Belfast, Northern Ireland, BT1 3BS
DX 481 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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Return of allotment of shares

7	Statement of capital (Prescribed particulars of rights attached to shares)	
Class of share	A Ordinary Shares	
Prescribed particulars	<p>Definitions</p> <p>The following words shall bear the following meanings:</p> <p>"Fund". CS Capital Partners III L P , whose General Partner is Cabot Square Capital GP III Ltd, with offices at 7 St James's Street, London SW1A 1EE;</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>"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> <p>"Investment Amounts": all sums actually paid in cash from time to time by the "A" Shareholders and the "C" Shareholders and the Fund and any Fund Associate 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 and the "C" Shareholders and the Fund and any Fund Associate in respect of obligations of the Group plus the costs and expenses incurred by the "A" Shareholders and the "C" Shareholders and the Fund and any Fund Associate in relation to their investment in the Group, including, without limitation, the costs of monitoring and reviewing the business of the Group, with the aggregate of the foregoing less any amount paid by the "C" Shareholders to Group, guaranteed by the "C" Shareholders in respect of obligations of the Group and costs and expenses of "C" Shareholders incurred in relation to their investment in the Group as aforesaid being the "A" 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 Completion Date to arrive at an aggregate net present value at the Completion Date of nil,</p>	

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Return of allotment of shares

7	Statement of capital (Prescribed particulars of rights attached to shares)	
Class of share	A Ordinary Shares	
Prescribed particulars	<p>"IRR Distribution Matrix". the apportionment of any distribution of profits or capital of the Company relative to the IRR as set out in Articles 5 2.1 – 5 2.8 (inclusive),</p> <p>"Realisation" a Sale, Listing or disposal of the majority of the assets of the Company,</p> <p>"Return Target" an amount equal to the higher of</p> <p>(i) an IRR of 15%, and</p> <p>(ii) 200% of the total Investment Amounts, and</p> <p>"Worthless Deferred Shares" shares with the rights set out in Article 5 6(d)</p> <p>Income</p> <p>5.1 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>5 2 Once the "A" Shareholders and the "C" Shareholders have received the Return Target, the profits giving rise to that IRR which the Company may determine to distribute shall be distributed in the following</p> <p>5 2 1 where the IRR is between 15.001% and 20%, the apportionment of the amount shall be</p> <p>(a) 10% to the "B" Shareholders, and</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>5 2 2 where the IRR is between 20.001% and 25%, the apportionment of the amount shall be</p> <p>(a) 15% to the "B" Shareholders, and</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>5 2 3 where the IRR is between 25 001% and 30%, the apportionment of the amount shall be</p> <p>(a) 25% to the "B" Shareholders, and</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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Return of allotment of shares

7	Statement of capital (Prescribed particulars of rights attached to shares)	
Class of share	A Ordinary Shares	
Prescribed particulars	<p>5.2.4 where the IRR is between 30.001% and 35%, the apportionment of the amount shall be</p> <p>(a) 30% to the "B" Shareholders, and</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>5.2.5 where the IRR is between 35.001% and 40%, the apportionment of the amount shall be</p> <p>(a) 35% to the "B" Shareholders, and</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>5.2.6 where the IRR is between 40.001% and 45%, the apportionment of the amount shall be</p> <p>(a) 40% to the "B" Shareholders, and</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>5.2.7 where the IRR is between 45.001% and 50%, the apportionment of the amount shall be</p> <p>(a) 45% to the "B" Shareholders, and</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>5.2.8 where the IRR is over 50.001%, the apportionment of the amount shall be</p> <p>(a) 50% to the "B" Shareholders, and</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>Capital</p> <p>5.3 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, any further sums which the Company may determine to pay to Members in respect of such event shall be distributed in accordance with IRR Distribution Matrix</p>	

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Return of allotment of shares

7	Statement of capital (Prescribed particulars of rights attached to shares)	
Class of share	A Ordinary Shares	
Prescribed particulars	<p>Winding up</p> <p>5 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 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 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 Article 5 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 "B" Shareholders the amount paid up or credited as paid up on each such share (including the premium (if any)), and</p> <p>(ii) second, in distributing the balance in accordance with the IRR Distribution Matrix</p> <p>Realisation</p> <p>5 5 1 In the event that on a Realisation, the aggregate "A" Investment Amounts (whether or not then still invested) amount to less than £30,000,000, then such number of "A" Shares as is determined by the application of the following formula shall automatically convert into Worthless Deferred Shares and shall have no further right to distributions of the proceeds of the Realisation:</p> <p>$x = 71,891 - \lceil \text{"A" Investment Amounts} / 30,000,000 \times 71,891 \rceil$</p> <p>Where x is the number of A Shares to be converted into Worthless Deferred Shares</p>	

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Return of allotment of shares

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

Class of share	A Ordinary Shares	
Prescribed particulars	<p>5 5 2 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,</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 the payments made in Article 5.5(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) third, 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 in accordance with the IRR Distribution Matrix</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 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>5 6 (a) Each holder of "A" Shares or "C" Shares shall be entitled to receive notice of, and to attend and vote at, general meetings of the Company</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> <p>Payments</p> <p>5.10 All amounts paid to the holders of "A" Shares, "B" Shares and "C" Shares pursuant to this Article 5 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>5 11 For the purposes of this Article 5, 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 and the "C" 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 "C" Shareholders</p>	

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Return of allotment of shares

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

Class of share	B Ordinary Shares	
Prescribed particulars	<p>Definitions</p> <p>The following words shall bear the following meanings:</p> <p>"Fund" CS Capital Partners III L P , whose General Partner is Cabot Square Capital GP III Ltd, with offices at 7 St James's Street, London SW1A 1EE,</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>"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> <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 Completion Date to arrive at an aggregate net present value at the Completion Date of nil,</p> <p>"IRR Distribution Matrix" the apportionment of any distribution of profits or capital of the Company relative to the IRR as set out in Articles 5.2 1 – 5.2 8 (inclusive),</p> <p>"Realisation": a Sale, Listing or disposal of the majority of the assets of the Company,</p> <p>"Return Target": an amount equal to the higher of:</p> <p>(i) an IRR of 15%; and</p> <p>(ii) 200% of the total Investment Amounts, and</p> <p>"Worthless Deferred Shares": shares with the rights set out in Article 5 6(d)</p> <p>Income</p> <p>5 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>	

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Return of allotment of shares

7

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

Class of share	B Ordinary Shares
Prescribed particulars	<p>5.2 Once the "A" Shareholders and the "C" Shareholders have received the Return Target, the profits giving rise to that IRR which the Company may determine to distribute shall be distributed in the following</p> <p>5.2.1 where the IRR is between 15.001% and 20%, the apportionment of the amount shall be</p> <p>(a) 10% to the "B" Shareholders, and</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>5.2.2 where the IRR is between 20.001% and 25%, the apportionment of the amount shall be</p> <p>(a) 15% to the "B" Shareholders, and</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>5.2.3 where the IRR is between 25.001% and 30%, the apportionment of the amount shall be</p> <p>(a) 25% to the "B" Shareholders, and</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>5.2.4 where the IRR is between 30.001% and 35%, the apportionment of the amount shall be</p> <p>(a) 30% to the "B" Shareholders; and</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>5.2.5 where the IRR is between 35.001% and 40%, the apportionment of the amount shall be</p> <p>(a) 35% to the "B" Shareholders, and</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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Return of allotment of shares

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

Class of share	B Ordinary Shares
Prescribed particulars	<p>5.2.6 where the IRR is between 40.001% and 45%, the apportionment of the amount shall be:</p> <p>(a) 40% to the "B" Shareholders; and</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>5.2.7 where the IRR is between 45.001% and 50%, the apportionment of the amount shall be:</p> <p>(a) 45% to the "B" Shareholders, and</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>5.2.8 where the IRR is over 50.001%, the apportionment of the amount shall be:</p> <p>(a) 50% to the "B" Shareholders, and</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>Capital</p> <p>5.3 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, any further sums which the Company may determine to pay to Members in respect of such event shall be distributed in accordance with IRR Distribution Matrix.</p> <p>Winding up</p> <p>5.4 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>

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Return of allotment of shares

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

Class of share	B Ordinary Shares
Prescribed particulars	<p>(b) second, the "A" Shareholders and the "C" Shareholders shall receive the Return Target, 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 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 Article 5.4(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 "B" Shareholders the amount paid up or credited as paid up on each such share (including the premium (if any)), and</p> <p>(ii) second, in distributing the balance in accordance with the IRR Distribution Matrix</p> <p>Realisation</p> <p>5 5 2 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,</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 the payments made in Article 5 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) third, 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 in accordance with the IRR Distribution Matrix</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 shall automatically convert into Worthless Deferred Shares and shall have no further right to distributions of the proceeds of the Realisation</p>

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Return of allotment of shares

7	Statement of capital (Prescribed particulars of rights attached to shares)	
Class of share	B Ordinary Shares	
Prescribed particulars	<p>Voting</p> <p>5 6 (b) Each holder of "B" 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> <p>Payments</p> <p>5 10 All amounts paid to the holders of "A" Shares, "B" Shares and "C" Shares pursuant to this Article 5 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>5 11 For the purposes of this Article 5, 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 and the "C" 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 "C" Shareholders</p>	

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Return of allotment of shares

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

Class of share	C Ordinary Shares	
Prescribed particulars	<p>Definitions</p> <p>The following words shall bear the following meanings.</p> <p>"Fund" CS Capital Partners III L P , whose General Partner is Cabot Square Capital GP III Ltd, with offices at 7 St James's Street, London SW1A 1EE,</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>"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> <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 Completion Date to arrive at an aggregate net present value at the Completion Date of nil;</p> <p>"IRR Distribution Matrix": the apportionment of any distribution of profits or capital of the Company relative to the IRR as set out in Articles 5.2.1 – 5.2.8 (inclusive),</p> <p>"Realisation" a Sale, Listing or disposal of the majority of the assets of the Company,</p> <p>"Return Target". an amount equal to the higher of</p> <p>(i) an IRR of 15%, and</p> <p>(ii) 200% of the total Investment Amounts, and</p> <p>"Worthless Deferred Shares" shares with the rights set out in Article 5.6(d)</p> <p>Income</p> <p>5.1 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>	

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Return of allotment of shares

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

Class of share	C Ordinary Shares
Prescribed particulars	<p>5.2 Once the "A" Shareholders and the "C" Shareholders have received the Return Target, the profits giving rise to that IRR which the Company may determine to distribute shall be distributed in the following</p> <p>5.2.1 where the IRR is between 15.001% and 20%, the apportionment of the amount shall be:</p> <p>(a) 10% to the "B" Shareholders, and</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>5.2.2 where the IRR is between 20.001% and 25%, the apportionment of the amount shall be:</p> <p>(a) 15% to the "B" Shareholders; and</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>5.2.3 where the IRR is between 25.001% and 30%, the apportionment of the amount shall be:</p> <p>(a) 25% to the "B" Shareholders; and</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>5.2.4 where the IRR is between 30.001% and 35%, the apportionment of the amount shall be:</p> <p>(a) 30% to the "B" Shareholders, and</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>5.2.5 where the IRR is between 35.001% and 40%, the apportionment of the amount shall be:</p> <p>(a) 35% to the "B" Shareholders, and</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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Return of allotment of shares

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

Class of share	C Ordinary Shares
Prescribed particulars	<p>5 2 6 where the IRR is between 40 001% and 45%, the apportionment of the amount shall be</p> <p>(a) 40% to the "B" Shareholders, and</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>5 2 7 where the IRR is between 45 001% and 50%, the apportionment of the amount shall be</p> <p>(a) 45% to the "B" Shareholders, and</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>5 2.8 where the IRR is over 50 001%, the apportionment of the amount shall be</p> <p>(a) 50% to the "B" Shareholders, and</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>Capital</p> <p>5 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, any further sums which the Company may determine to pay to Members in respect of such event shall be distributed in accordance with IRR Distribution Matrix</p> <p>Winding up</p> <p>5 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>

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Return of allotment of shares

7	Statement of capital (Prescribed particulars of rights attached to shares)	
Class of share	C Ordinary Shares	
Prescribed particulars	<p>(b) second, the "A" Shareholders and the "C" Shareholders shall receive the Return Target, 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.</p> <p>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 Article 5 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 "B" Shareholders the amount paid up or credited as paid up on each such share (including the premium (if any)), and</p> <p>(ii) second, in distributing the balance in accordance with the IRR Distribution Matrix</p> <p>Realisation</p> <p>5 5.2 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,</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 the payments made in Article 5 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) third, 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 in accordance with the IRR Distribution Matrix</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 shall automatically convert into Worthless Deferred Shares and shall have no further right to distributions of the proceeds of the Realisation</p>	

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Return of allotment of shares

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

Class of share	C Ordinary Shares	
Prescribed particulars	<p>Voting</p> <p>5 6 (a) Each holder of "A" Shares or "C" Shares shall be entitled to receive notice of, and to attend and vote at, general meetings of the Company.</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> <p>Payments</p> <p>5 10 All amounts paid to the holders of "A" Shares, "B" Shares and "C" Shares pursuant to this Article 5 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>5.11 For the purposes of this Article 5, 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 and the "C" 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 "C" Shareholders</p>	