

SH10

Notice of particulars of variation of rights attached to shares



A1E19P4R

A29 03/08/2012 #32
COMPANIES HOUSE

FRIDAY

☒ **What this form is for**

You may use this form to give notice of particulars of variation of rights attached to shares

☒ **What this form is NOT for**

You cannot use this form to give notice of particulars of variation of class rights of members of a company without share capital. To do this, please use form SH12

For further information, please refer to our guidance at www.companieshouse.gov.uk

1 Company details

Company number 0 6 1 9 6 8 6 1

Company name in full PHO 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 Date of variation of rights

Date of variation of rights 26 07 2012

3 Details of variation of rights

Please give details of the variation of rights attached to shares

Variation

THE RIGHTS OF EACH OF THE A, B AND C SHARES PRIOR TO THE VARIATION WERE AS FOLLOWS

- 1 PARI PASSU VOTING RIGHTS
- 2 PARI PASSU DISTRIBUTION RIGHTS
3. PARI PASSU RIGHTS ON A RETURN OF CAPITAL

THE RIGHTS OF EACH OF THE D, E, F, and G SHARES AFTER THE VARIATION ARE SET OUT ON THE CONTINUATION PAGE ATTACHED.

Continuation pages
Please use a continuation page if you need to enter more details

4 Signature

I am signing this form on behalf of the company

Signature

Signature

X

X

This form may be signed by
Director ①, Secretary, Person authorised ②, Administrator, Administrative receiver, Receiver, Receiver manager, Charity commission receiver and manager, CIC manager

① **Societas Europaea**
If the form is being filed on behalf of a Societas Europaea (SE), please delete 'director' and insert details of which organ of the SE the person signing has membership

② **Person authorised**
Under either Section 270 or 274 of the Companies Act 2006

SH10

Notice of particulars of variation of rights attached to 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 MARIA BELMAHI

Company name DLA PIPER UK LLP

Address 3 NOBLE STREET

Post town LONDON

County/Region

Postcode E C 2 V 7 E E

Country UNITED KINGDOM

DX 33866 FINSBURY SQUARE

Telephone 08700 111 111



Checklist

We may return forms completed incorrectly or with information missing

Please make sure you have remembered the following

- ☐ The company name and number match the information held on the public Register
- ☐ You have entered the date of variation of rights in section 2
- ☐ You have provided details of the variation of rights in section 3
- ☐ You have signed the form



Important information

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



Where to send

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

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

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

For companies registered in Northern Ireland
The Registrar of Companies, Companies House,
Second Floor, The Linenhall, 32-38 Linenhall Street,
Belfast, Northern Ireland, BT2 8BG
DX 481 N R Belfast 1



Further information

For further information, please see the guidance notes on the website at www.companieshouse.gov.uk or email enquiries@companieshouse.gov.uk

This form is available in an alternative format. Please visit the forms page on the website at www.companieshouse.gov.uk

SH10 – continuation page

Notice of particulars of variation of rights attached to shares

7	Statement of capital (Prescribed particulars of rights attached to shares)
Class of share	
Prescribed particulars	<p>In this prescribed particulars of rights attached to the D Ordinary Shares, the E Ordinary Shares, the F Ordinary Shares, the G Ordinary Shares, the H Ordinary Shares, the I Ordinary Shares, the J Ordinary Shares, the K Ordinary Shares and the L Ordinary Shares, the following words and expressions shall have the following meanings unless the context requires otherwise</p> <p>"Annual Business Plan" has the meaning given in the Investment Agreement,</p> <p>"Articles" means the Company's articles of association,</p> <p>"Companies Act 2006" means the Companies Act 2006 including any statutory modification or re-enactment of that statute for the time being in force,</p> <p>"Company" means Pho 2012 Limited,</p> <p>"Conversion" means the conversion, without the need for any board or Shareholder resolution, of E Ordinary Shares and/or F Ordinary Shares and/or G Ordinary Shares and/or H Ordinary Shares and/or I Ordinary Shares and/or J Ordinary Shares and/or K Ordinary Shares (as the case may be) into Deferred Shares in accordance with Article 17 (and "Converted" shall be construed accordingly),</p> <p>"CTA 2010" means the Corporation Tax Act 2010,</p> <p>"Deferred Instalment" means any consideration on a Share Sale that is only due and payable on a date or dates after the date of completion of the Share Sale, including, but not limited to, any consideration which is paid in connection with the exercise of options over shares granted to the purchaser(s) on completion of the Share Sale,</p> <p>"Deferred Share" means a deferred share of £0.01 in the capital of the Company,</p> <p>"D Ordinary Share" means a D ordinary share of £0.67 in the capital of the Company,</p> <p>"D Share Price" means an amount equal to £6.67 as increased by 6% per annum, calculated from the date of issue to the date of the Share</p>

SH10 – continuation page

Notice of particulars of variation of rights attached to shares

7	Statement of capital (Prescribed particulars of rights attached to shares)	
Class of share		
Prescribed particulars	<p>Sale, Listing or other return of capital, accruing on a daily basis and compounding on each anniversary of the date of adoption of the Articles,</p> <p>"E Ordinary Share" means an E ordinary share of £0.33 in the capital of the Company,</p> <p>"Equity Shares" means the E Ordinary Shares, the F Ordinary Shares, the G Ordinary Shares, the H Ordinary Shares, the I Ordinary Shares, the J Ordinary Shares and the K Ordinary Shares,</p> <p>"Exit" means the occurrence of a Listing or the completion of a Share Sale,</p> <p>"Exit Date" means</p> <p>(a) where the Exit is by way of Listing, the date on which dealings are permitted to commence under the rules of the relevant investment exchange in respect of the shares for which Listing has been obtained, or</p> <p>(b) where the Exit is by way of Share Sale, the date of receipt from the purchaser(s) of the consideration payable on completion of the Share Sale,</p> <p>"F Ordinary Share" means an F ordinary share of £0.33 in the capital of the Company,</p> <p>"G Ordinary Share" means a G ordinary share of £0.33 in the capital of the Company,</p> <p>"Group" means the Company and its subsidiary undertakings, from time to time,</p> <p>"Group Company" means each of the undertakings referred to in the definition of "Group" (and "Group Companies" shall be construed accordingly),</p> <p>"H Ordinary Share" means an H ordinary share of £0.33 in the capital of the Company,</p> <p>"Institutional Target Multiple" has the meaning given in paragraph</p>	

SH10 – continuation page

Notice of particulars of variation of rights attached to shares

7	Statement of capital (Prescribed particulars of rights attached to shares)	
Class of share		
Prescribed particulars	<p>1 3 3,</p> <p>"Investment" means the aggregate of the Issue Price paid for all of the K Ordinary Shares and L Ordinary Shares issued to the Investors on or after the date of the Investment Agreement, and the nominal amount of Investor Loan Stock acquired by or on behalf of the Investors,</p> <p>"Investment Agreement" means the agreement for loan stock and share subscriptions dated on the date of adoption of the Articles between the Company (1), the Managers (2), ISIS (3) and the Original Investors (4) (as each is defined therein),</p> <p>"Investor Consent" means the giving of a prior written consent by the Majority Holders,</p> <p>"Investor Loan Stock" means the £3,948,911 principal sum fixed rate unsecured loan stock of the Company constituted by the Investor Loan Stock Instrument,</p> <p>"Investors" those persons who are "Investors" within the meaning of this expression in the Investment Agreement, or any nominee of any such person and "Investor" means any of them,</p> <p>"I Ordinary Share" means an I ordinary share of £0 33 in the capital of the Company,</p> <p>"Issue Price" means in relation to a Share, the price at which such Share is issued, being the aggregate of the amount paid up or credited as paid up in respect of the nominal value of such Share and any share premium thereon,</p> <p>"J Ordinary Share" means a J Ordinary Share of £0 33 in the capital of the Company,</p> <p>"K Ordinary Share" means a K Ordinary Share of £0 33 in the capital of the Company,</p> <p>"Listing" means the admission of any Shares to listing on the Official List of the UK Listing Authority and to trading on the Main Market of London Stock Exchange plc and such admission becoming effective or the grant of permission for any Shares to be dealt in on any other</p>	

SH10 – continuation page

Notice of particulars of variation of rights attached to shares

7	Statement of capital (Prescribed particulars of rights attached to shares)
Class of share	
Prescribed particulars	<p>recognised investment exchange (as defined in section 285 of the Financial Services and Markets Act 2000) or any other public securities market and such permission becoming effective,</p> <p>"L Ordinary Share" means an L Ordinary Share of £0 0000001 in the capital of the Company,</p> <p>"L Share Price" means an amount equal to</p> <p>(i) the aggregate Issue Price of the L Ordinary Shares in issue at the time of the calculation referred to in (ii) below,</p> <p>plus</p> <p>(ii) an amount equal to a rate of return on the aggregate Issue Price of the L Ordinary Shares in issue at the time of the calculation of 8% per annum, calculated from the date of issue to the date of the Share Sale, Listing or other return of capital, accruing on a daily basis and compounding on each anniversary of the date of adoption of the Articles,</p> <p>divided by the number of L Ordinary Shares in issue at the time of calculation,</p> <p>"Majority Holders" means the persons who together at the relevant time hold more than 50% in number of the aggregate of the K Ordinary Shares and L Ordinary Shares in issue at that time,</p> <p>"Manager" has the meaning given in the Investment Agreement,</p> <p>"Martins" means Edward Martin and Thomas Martin,</p> <p>"Material Default" means any of the following situations</p> <p>(a) in a situation where the Group has entered into banking facilities with a bank</p> <p>(i) any breach of a financial covenant under the relevant facilities agreement which is not remedied or waived within 30 Business Days of the Company becoming aware of the breach, or</p>

SH10 – continuation page

Notice of particulars of variation of rights attached to shares

7	Statement of capital (Prescribed particulars of rights attached to shares)	
Class of share		
Prescribed particulars	<p>(ii) any material breach of any of its obligations under the relevant facilities agreement which is not remedied or waived within 30 Business Days of the Company becoming aware of the breach, or</p> <p>(iii) any of the facilities has become repayable earlier than its stated date of maturity and the bank has either made or has indicated in writing an intention to make demand for repayment of moneys or has taken steps to enforce its security in respect of such facilities, or</p> <p>(b) any payment of interest or redemption monies pursuant to the terms of the Investor Loan Stock Instrument is in arrears and such failure to pay is not remedied within one (1) month of the due date for payment,</p> <p>"Ordinary Share Value" means</p> <p>(a) (in relation to a Listing) the price per share at which any ordinary shares of the Company are sold, offered to be sold or offered at a Listing Date and in connection with Listing (in the case of an offer for sale, being the underwritten price or, if applicable, the minimum tender price, and in the case of a placing, being the price at which ordinary shares are sold under the placing) multiplied by the number of Relevant Ordinary Shares at the relevant time,</p> <p>(b) (in relation to a Share Sale) the cash consideration per share for the Relevant Ordinary Shares pursuant to the Share Sale (plus, to the extent that consideration is payable otherwise than in cash or is payable on deferred terms, the Cash Equivalent of that consideration) multiplied by the number of Relevant Ordinary Shares in issue at the date of Share Sale,</p> <p>(c) (in relation to a liquidation or winding up of the Company) the aggregate amount (in cash or otherwise) available for distribution to the holders of the Relevant Ordinary Shares (including accrued and declared but unpaid dividends) after payment of all creditors, multiplied by the number of Relevant Ordinary Shares (other than the E Ordinary Shares) in issue at</p>	

SH10 – continuation page

Notice of particulars of variation of rights attached to shares

7	Statement of capital (Prescribed particulars of rights attached to shares)	
Class of share		
Prescribed particulars	<p>the date of the liquidation or winding up of the Company,</p> <p>"Proceeds" means the proceeds of a Share Sale or Listing on an Exit after payment or discharge of any relevant costs, expenses or other liabilities connected with such Exit,</p> <p>"Relevant Ordinary Shares" means the E Ordinary Shares, the F Ordinary Shares, the G Ordinary Shares, the H Ordinary Shares, the I Ordinary Shares, the J Ordinary Shares and the K Ordinary Shares (including any ordinary shares of the Company derived therefrom by conversion) in issue at the time of the relevant Share Sale or Listing excluding any ordinary shares issued or to be issued by the Company in connection with a Listing,</p> <p>"Relevant Ordinary Share Value" means the Ordinary Share Value at which the amount of that Ordinary Share Value attributable to the Investors is equal to the Institutional Target Multiple,</p> <p>"Share" means any share in the capital of the Company from time to time (and "Shares" shall be construed accordingly),</p> <p>"Shareholder" means a holder of any Share,</p> <p>"Share Sale" means the completion of any sale of any interest in any Shares (whether in one transaction or a series of related transactions) resulting in the transferee (either alone or together with its Connected Persons) holding a Controlling Interest in the Company,</p> <p>"Threshold Amount" means an amount equal to £4,250,000 as increased by 6% per annum calculated from the date of adoption of the Articles to the date of the Share Sale, Listing or other return of capital, accruing on a daily basis and compounding on each anniversary of the date of adoption of the Articles,</p> <p>"Valuer" means the Company's auditors from time to time or (in the event of their being unwilling or unable to act or, at the written request of the Majority Holders) an umpire (acting as an expert and not as an arbitrator) nominated by the parties concerned from the Independent Experts' List or, if no firm on the Independent Experts' List is able or willing to act, appointed by the President for the time being of the Institute of Chartered Accountants in England and Wales, in each case</p>	

SH10 – continuation page

Notice of particulars of variation of rights attached to shares

7	Statement of capital (Prescribed particulars of rights attached to shares)	
Class of share		
Prescribed particulars	<p>acting as an expert and not as an arbitrator and whose costs shall be paid by the Company,</p> <p>"Voting Shares" means the E Ordinary Shares, the F Ordinary Shares, the G Ordinary Shares, the H Ordinary Shares, the I Ordinary Shares, the J Ordinary Shares and the K Ordinary Shares</p>	

SH10 – continuation page

Notice of particulars of variation of rights attached to shares

	Statement of capital (Prescribed particulars of rights attached to shares)	
Class of share	D Ordinary Shares	
Prescribed particulars	<p>1 SHARE RIGHTS</p> <p>Except as expressly provided otherwise in the Articles, the D Ordinary Shares, the E Ordinary Shares, the F Ordinary Shares, the G Ordinary Shares, the H Ordinary Shares, the I Ordinary Shares, the J Ordinary Shares, the K Ordinary Shares and the L Ordinary Shares shall rank <i>pari passu</i> in all respects</p> <p>1.1 Income</p> <p>1.1.1 No dividend shall be declared or paid to the holders of Shares in respect of any financial year of the Company without Investor Consent and any such dividend shall then be paid to all the holders of the E Ordinary Shares, the F Ordinary Shares, the G Ordinary Shares, the K Ordinary Shares and the L Ordinary Shares (in proportion to the nominal values of such E Ordinary Shares, F Ordinary Shares, G Ordinary Shares, the K Ordinary Shares and L Ordinary Shares), provided that holders of the K</p>	

SH10 – continuation page

Notice of particulars of variation of rights attached to shares

7	Statement of capital (Prescribed particulars of rights attached to shares)	
Class of share	D Ordinary Shares	
Prescribed particulars	<p>Ordinary Shares and the L Ordinary Shares shall not be entitled to receive a dividend payment under this paragraph 1 1 1 if and to the extent that the aggregate payment payable to the holders of the K Ordinary Shares and the L Ordinary Shares pursuant to this paragraph 1 1 1 would exceed 50% of the total profits of the Company available for distribution</p> <p>1 1 2 No dividends shall be declared or paid to the holders of D Ordinary Shares, the holders of H Ordinary Shares, the holders of I Ordinary Shares, the holders of J Ordinary Shares or the holders of Deferred Shares</p> <p>1 2 Capital</p> <p>Subject to paragraph 1 3, on a return of assets on liquidation or capital reduction or otherwise, the surplus assets of the Company remaining after the payment or discharge of its liabilities (as the case may be) shall be applied in the following order</p> <p>1 2 1 first in paying to each holder of D Ordinary Shares an amount up to the D Share Price per D Ordinary Share (provided that the aggregate amount paid to the holders of the D Ordinary Shares shall not exceed the Threshold Amount),</p> <p>1 2 2 second in paying to the holders of the Equity Shares (pari passu as if the same constituted one class of share) an amount up to the Issue Price of each such Equity Share and to the holders of the L Ordinary Shares an amount up to the L Share Price per L Ordinary Share, and</p> <p>1 2 3 the balance of such assets shall be distributed amongst the holders of the Equity Shares and the L Ordinary Shares (in proportion to the nominal values of such Equity Shares and L Ordinary Shares) provided that once the holders of the Equity Shares</p>	

SH10 – continuation page

Notice of particulars of variation of rights attached to shares

7	Statement of capital (Prescribed particulars of rights attached to shares)	
Class of share	D Ordinary Shares	
Prescribed particulars	<p>have received the sum of £1,000,000 per Share, the holders of the Deferred Shares shall be entitled to a payment of £0.01 per Deferred Share of which they are the holder after which the balance of such assets shall be distributed amongst the holders of the Equity Shares and L Ordinary Shares (in proportion to the nominal values of such Equity Shares and L Ordinary Shares) and provided further that the amount payable to the holders of the K Ordinary Shares, the L Ordinary Shares and the Deferred Shares pursuant to this paragraph 1.2 shall not exceed 50% of the assets of the Company available for distribution amongst the participators (as defined in section 454 of CTA) of the Company</p> <p>1.3 Ratchet</p> <p>1.3.1 Immediately prior to an Exit there shall be Converted into Deferred Shares such number of E Ordinary Shares and/or F Ordinary Shares and/or G Ordinary Shares and/or H Ordinary Shares and/or I Ordinary Shares and/or J Ordinary Shares and/or K Ordinary Shares as would leave the holders of the Equity Shares, (each respectively as a class) holding that percentage of the issued Equity Shares as would result in a division of the Ordinary Share Value as follows</p> <p>1.3.1.1 in respect of the Ordinary Share Value up to and including the Relevant Ordinary Share Value on the basis of their holdings of E Ordinary Shares, F Ordinary Shares, G Ordinary Shares, H Ordinary Shares, I Ordinary Shares, J Ordinary Shares and K Ordinary Shares immediately prior to Conversion, and</p> <p>1.3.1.2 in respect of the Ordinary Share Value in excess of the Relevant Ordinary</p>	

SH10 – continuation page

Notice of particulars of variation of rights attached to shares

7	Statement of capital (Prescribed particulars of rights attached to shares)	
Class of share	D Ordinary Shares	
Prescribed particulars	<p style="text-align: center;">Share Value as follows</p> <p style="text-align: center;">1 3 1 2 1 the K Ordinary Shares as a class shall be entitled to 25% of that excess, and</p> <p style="text-align: center;">1 3 1 2 2 the E Ordinary Shares, F Ordinary Shares, G Ordinary Shares, H Ordinary Shares, I Ordinary Shares and J Ordinary Shares as a class shall be entitled to 75% of that excess</p> <p style="text-align: center;">1 3 2 Any Conversion of E Ordinary Shares and/or F Ordinary Shares and/or G Ordinary Shares and/or H Ordinary Shares and/or I Ordinary Shares and/or J Ordinary Shares and/or K Ordinary Shares pursuant to paragraph 1 3 1 shall be made on the following terms</p> <p style="text-align: center;">1 3 2 1 Conversion shall take effect immediately before (but conditional upon the occurrence of) an Exit at no cost to the holders of the E Ordinary Shares and/or F Ordinary Shares and/or G Ordinary Shares and/or H Ordinary Shares and/or I Ordinary Shares and/or J Ordinary Shares and/or K Ordinary Shares (as the case may be) and the Shares to be Converted pursuant to paragraph 1 3 1 shall be apportioned rateably (or as near thereto as may be practicable to avoid the apportionment of a fraction of a share) among the holders of the E Ordinary Shares, F Ordinary Shares, G Ordinary Shares, H Ordinary Shares, I Ordinary Shares, J Ordinary Shares and K Ordinary Shares, (as the case may be),</p> <p style="text-align: center;">1 3 2 2 the certificate of the Valuer as to the</p>	

SH10 – continuation page

Notice of particulars of variation of rights attached to shares

7	Statement of capital (Prescribed particulars of rights attached to shares)	
Class of share	D Ordinary Shares	
Prescribed particulars	<p>number of E Ordinary Shares and/or F Ordinary Shares and/or G Ordinary Shares and/or H Ordinary Shares and/or I Ordinary Shares and/or J Ordinary Shares and/or K Ordinary Shares (as the case may be) to be Converted shall (save in the case of manifest error) be conclusive and binding on the Company and its Shareholders, and</p> <p>1 3 2 3 forthwith after Conversion the Company shall issue to the persons entitled thereto certificates for the Deferred Shares resulting from the Conversion and for the remaining E Ordinary Shares and/or F Ordinary Shares and/or G Ordinary Shares and/or H Ordinary Shares and/or I Ordinary Shares and/or J Ordinary Shares and/or K Ordinary Shares (as the case may be) and the holders thereof shall be bound to deliver up to the Company for cancellation the certificates in respect of their pre-Conversion holdings E Ordinary Shares and/or F Ordinary Shares and/or G Ordinary Shares and/or H Ordinary Shares and/or I Ordinary Shares and/or J Ordinary Shares and/or K Ordinary Shares (as the case may be)</p> <p>1 3 3 The Institutional Target Multiple is</p> <p>$[(A \times 2.75) + B] - [C + D + E + F]$</p> <p>where</p>	

SH10 – continuation page

Notice of particulars of variation of rights attached to shares

7	Statement of capital (Prescribed particulars of rights attached to shares)	
Class of share	D Ordinary Shares	
Prescribed particulars	<p>A is an amount equal to the Investment,</p> <p>B is an amount equal to the professional and advisory costs and expenses reasonably incurred or to be incurred by the Investors pursuant to the Exit (including, for the avoidance of doubt, their pro rata proportion of any Shareholder costs on an Exit) provided that where the costs of the Investors relate solely to advice requested by the Investors as opposed to advice provided generally to all Shareholders pursuant to the Exit such costs and expenses shall not exceed £75,000 for the purposes of this calculation,</p> <p>C is an amount equal to the aggregate of any net dividends paid to the holders of the K Ordinary Shares and the L Ordinary Shares, paid on or before the Exit Date,</p> <p>D is an amount equal to the aggregate of any interest (including accrued interest) paid (on or before the Exit Date) on the Investor Loan Stock,</p> <p>E is an amount equal to the nominal amount of Investor Loan Stock repaid to the Investors on Exit, and</p> <p>F is an amount equal to the amount payable pursuant to paragraph 1 4 1 1</p> <p>1 4 Exit</p> <p>1 4 1 On an Exit, the Proceeds shall be applied in the following order</p> <p>1 4 1 1 first in paying to each holder of L Ordinary Shares an amount up to the L Share Price per L Ordinary Share,</p> <p>1 4 1 2 second in paying to each holder of D Ordinary Shares an amount up to the</p>	

SH10 – continuation page

Notice of particulars of variation of rights attached to shares

7	Statement of capital (Prescribed particulars of rights attached to shares)	
Class of share	D Ordinary Shares	
Prescribed particulars	<p>D Share Price per D Ordinary Share (provided that the aggregate amount paid to the holders of the D Ordinary Shares shall not exceed the Threshold Amount),</p> <p>1 4 1 3 the balance of the Proceeds shall be distributed amongst the holders of the Equity Shares (pari passu as if the same constituted one class of share) as adjusted to give effect to paragraph 1 3</p> <p>1 4 2 Subject to paragraph 1 4 3</p> <p>1 4 2 1 if the Proceeds include Deferred Instalments the provisions of paragraph 1 4 1 shall be applied on completion of the Share Sale in respect of the consideration to be paid on completion of the Share Sale and repeated each time a Deferred Instalment is paid, and</p> <p>1 4 2 2 each time the provisions of paragraph 1 4 1 are reapplied, when calculating the amount due to Shareholders the Proceeds shall include the sum of all consideration that has already been paid and the relevant Deferred Instalment, provided that account shall be taken of amounts already received by Shareholders, or not received (as the case may be), in respect of previous payments of consideration</p> <p>1 4 3 In the event that on an Exit the Ordinary Share Value was not in excess of the Relevant Ordinary Share Value (and, accordingly, no Conversion occurred pursuant to paragraph 1 3 1) but would</p>	

SH10 – continuation page

Notice of particulars of variation of rights attached to shares

7	Statement of capital (Prescribed particulars of rights attached to shares)	
Class of share	D Ordinary Shares	
Prescribed particulars	<p>have been had any Deferred Instalments that are paid following an Exit been paid at Exit, then the amounts of the Deferred Instalments to be paid to Shareholders shall be adjusted to take into account the Conversion that would have taken place in accordance with paragraph 1 3 1 had the Ordinary Share Value included such Deferred Instalments</p> <p>1 5 Voting</p> <p>1 5 1 Subject to any special rights or restrictions as to voting attached to any Shares by or in accordance with the Articles</p> <p>1 5 1 1 on a show of hands, every Shareholder holding one or more Voting Shares who (being an individual) is present in person or by proxy or (being a corporation) is present by a representative or by proxy, shall have one vote,</p> <p>1 5 1 2 on a poll, every Shareholder who (being an individual) is present in person or by proxy or (being a corporation) is present by a representative or by proxy shall have one vote for every Voting Share (other than any G Ordinary Share) of which he is the holder,</p> <p>1 5 1 3 on a written resolution, every Shareholder holding one or more Voting Shares (excluding the G Ordinary Shares) as at the time on which the first copy of the resolution is sent or submitted to such Shareholder in accordance with Chapter 2 of Part 13 of the Companies Act 2006, shall have one vote for every Voting Share</p>	

SH10 – continuation page

Notice of particulars of variation of rights attached to shares

7	Statement of capital (Prescribed particulars of rights attached to shares)	
Class of share	D Ordinary Shares	
Prescribed particulars		
	<p>(other than any G Ordinary Share) of which he is the holder, and</p> <p>1 5 1 4 on a poll or a written resolution, the holders of G Ordinary Shares shall be entitled to such number of votes as is equal to 4.4% of the total votes available to be cast on any resolution,</p> <p>provided that if at any time the K Ordinary Shares constitute a majority in number of the Voting Shares in issue, the votes capable of being cast by the holders of the K Ordinary Shares shall not in aggregate in any circumstances (save as provided for in paragraph 1 5 2) exceed 50% of the votes capable of being cast on any resolution of the Company ("Voting Limit") and in such circumstances each holder of K Ordinary Shares shall be entitled to cast votes representing such proportion of the Voting Limit as equals the proportion which the number of K Ordinary Shares held by such Shareholder bears to the aggregate number of K Ordinary Shares then in issue</p> <p>1 5 2 Notwithstanding paragraph 1 5 1, if a Material Default has occurred and the Majority Holders deliver a written notice (a "voting adjustment notice") to that effect to the Company then the voting rights attaching to the K Ordinary Shares shall be amended with effect from the date of the voting adjustment notice to the effect that in relation to any resolution of the Company (whether proposed at a general meeting of the Company or as a written resolution) each holder of K Ordinary Shares (or the duly appointed proxy or corporate representative of such Shareholder) shall (whether the vote on such resolution, if proposed at any general meeting of the Company, is taken on a show of hands or on a poll) have one hundred thousand votes for every K Ordinary Share in the capital of the Company of</p>	

SH10 – continuation page

Notice of particulars of variation of rights attached to shares

7	Statement of capital (Prescribed particulars of rights attached to shares)	
Class of share	D Ordinary Shares	
Prescribed particulars	<p>which he is the holder until the earlier of</p> <p>1 5 2 1 the date that the Material Default has been rectified, and</p> <p>1 5 2 2 the date that the Majority Holders give notice in writing to the Company cancelling the voting adjustment notice</p> <p>1 5 3 The provisions of this paragraph 1 5 3 shall apply at any time after any occurrence of a Material Default</p> <p>1 5 3 1 the Majority Holders shall be entitled to convene a general meeting of the Company or to require the circulation of written resolutions of the Company for the purpose of considering a resolution or resolutions to approve the terms of any additional capital support for the Company and/or other members of the Group, and for this purpose to consider a resolution or resolutions to appoint additional directors and any and all resolutions required by the terms of the additional capital support including, without limitation, a resolution or resolutions constituting and issuing new classes of Shares,</p> <p>1 5 3 2 at any meeting called pursuant to this paragraph 1 5 3 the quorum shall be qualifying persons holding not less than 75% in nominal value of the K Ordinary Shares</p> <p>1 5 4 At any meeting called pursuant to paragraph 1 5 3 only the holders of K Ordinary Shares may vote on any resolution relating to its adjournment</p>	

SH10 – continuation page

Notice of particulars of variation of rights attached to shares

7	Statement of capital (Prescribed particulars of rights attached to shares)	
Class of share	D Ordinary Shares	
Prescribed particulars	<p data-bbox="453 501 1129 645">1 5 5 The voting and other rights conferred upon the holders of K Ordinary Shares by paragraphs 1 5 3 and 1 5 4 shall cease to apply upon the first to occur of</p> <p data-bbox="564 689 1129 792">1 5 5 1 the date on which the Material Default which triggered such rights, being rectified, and</p> <p data-bbox="564 837 1129 981">1 5 5 2 the Majority Holders giving written notice to the Company that such rights shall no longer accrue to the holders of such Shares</p>	

SH10 – continuation page

Notice of particulars of variation of rights attached to shares

7	Statement of capital (Prescribed particulars of rights attached to shares)	
Class of share	E Ordinary Shares	
Prescribed particulars	<p>1 SHARE RIGHTS</p> <p>Except as expressly provided otherwise in the Articles, the D Ordinary Shares, the E Ordinary Shares, the F Ordinary Shares, the G Ordinary Shares, the H Ordinary Shares, the I Ordinary Shares, the J Ordinary Shares, the K Ordinary Shares and the L Ordinary Shares shall rank <i>pari passu</i> in all respects</p> <p>1.1 Income</p> <p>1.1.1 No dividend shall be declared or paid to the holders of Shares in respect of any financial year of the Company without Investor Consent and any such dividend shall then be paid to all the holders of the E Ordinary Shares, the F Ordinary Shares, the G Ordinary Shares, the K Ordinary Shares and the L Ordinary Shares (in proportion to the nominal values of such E Ordinary Shares, F Ordinary Shares, G Ordinary Shares, the K Ordinary Shares and L Ordinary Shares), provided that holders of the K Ordinary Shares and the L Ordinary Shares shall not be entitled to receive a dividend payment under this paragraph 1.1.1 if and to the extent that the aggregate payment payable to the holders of the K Ordinary Shares and the L Ordinary Shares pursuant to this paragraph 1.1.1 would exceed 50% of the total profits of the Company available for distribution</p> <p>1.1.2 No dividends shall be declared or paid to the holders of D Ordinary Shares, the holders of H Ordinary Shares, the holders of I Ordinary Shares, the holders of J Ordinary Shares or the holders of Deferred Shares</p> <p>1.2 Capital</p> <p>Subject to paragraph 1.3, on a return of assets on liquidation or capital reduction or otherwise, the surplus assets of the Company remaining after the payment or discharge of its liabilities (as the case may be) shall</p>	

SH10 – continuation page

Notice of particulars of variation of rights attached to shares

7	Statement of capital (Prescribed particulars of rights attached to shares)	
Class of share	E Ordinary Shares	
Prescribed particulars	<p>be applied in the following order</p> <p>1 2 1 first in paying to each holder of D Ordinary Shares an amount up to the D Share Price per D Ordinary Share (provided that the aggregate amount paid to the holders of the D Ordinary Shares shall not exceed the Threshold Amount),</p> <p>1 2 2 second in paying to the holders of the Equity Shares (pari passu as if the same constituted one class of share) an amount up to the Issue Price of each such Equity Share and to the holders of the L Ordinary Shares an amount up to the L Share Price per L Ordinary Share, and</p> <p>1 2 3 the balance of such assets shall be distributed amongst the holders of the Equity Shares and the L Ordinary Shares (in proportion to the nominal values of such Equity Shares and L Ordinary Shares) provided that once the holders of the Equity Shares have received the sum of £1,000,000 per Share, the holders of the Deferred Shares shall be entitled to a payment of £0.01 per Deferred Share of which they are the holder after which the balance of such assets shall be distributed amongst the holders of the Equity Shares and L Ordinary Shares (in proportion to the nominal values of such Equity Shares and L Ordinary Shares) and provided further that the amount payable to the holders of the K Ordinary Shares, the L Ordinary Shares and the Deferred Shares pursuant to this paragraph 1 2 shall not exceed 50% of the assets of the Company available for distribution amongst the participators (as defined in section 454 of CTA) of the Company</p> <p>1 3 Ratchet</p> <p>1 3 1 Immediately prior to an Exit there shall be Converted into Deferred Shares such number of E Ordinary Shares and/or F Ordinary Shares and/or G Ordinary</p>	

SH10 – continuation page

Notice of particulars of variation of rights attached to shares

7	Statement of capital (Prescribed particulars of rights attached to shares)	
Class of share	E Ordinary Shares	
Prescribed particulars	<p>Shares and/or H Ordinary Shares and/or I Ordinary Shares and/or J Ordinary Shares and/or K Ordinary Shares as would leave the holders of the Equity Shares, (each respectively as a class) holding that percentage of the issued Equity Shares as would result in a division of the Ordinary Share Value as follows</p> <p>1 3 1 1 in respect of the Ordinary Share Value up to and including the Relevant Ordinary Share Value on the basis of their holdings of E Ordinary Shares, F Ordinary Shares, G Ordinary Shares, H Ordinary Shares, I Ordinary Shares, J Ordinary Shares and K Ordinary Shares immediately prior to Conversion, and</p> <p>1 3 1 2 in respect of the Ordinary Share Value in excess of the Relevant Ordinary Share Value as follows</p> <p>1 3 1 2 1 the K Ordinary Shares as a class shall be entitled to 25% of that excess, and</p> <p>1 3 1 2 2 the E Ordinary Shares, F Ordinary Shares, G Ordinary Shares, H Ordinary Shares, I Ordinary Shares and J Ordinary Shares as a class shall be entitled to 75% of that excess</p> <p>1 3 2 Any Conversion of E Ordinary Shares and/or F Ordinary Shares and/or G Ordinary Shares and/or H Ordinary Shares and/or I Ordinary Shares and/or J Ordinary Shares and/or K Ordinary Shares pursuant to paragraph 1 3 1 shall be made on the following terms</p> <p>1 3 2 1 Conversion shall take effect immediately before (but conditional</p>	

SH10 – continuation page

Notice of particulars of variation of rights attached to shares

7	Statement of capital (Prescribed particulars of rights attached to shares)	
Class of share	E Ordinary Shares	
Prescribed particulars	<p>upon the occurrence of) an Exit at no cost to the holders of the E Ordinary Shares and/or F Ordinary Shares and/or G Ordinary Shares and/or H Ordinary Shares and/or I Ordinary Shares and/or J Ordinary Shares and/or K Ordinary Shares (as the case may be) and the Shares to be Converted pursuant to paragraph 1 3 1 shall be apportioned rateably (or as near thereto as may be practicable to avoid the apportionment of a fraction of a share) among the holders of the E Ordinary Shares, F Ordinary Shares, G Ordinary Shares, H Ordinary Shares, I Ordinary Shares, J Ordinary Shares and K Ordinary Shares, (as the case may be),</p> <p>1 3 2 2 the certificate of the Valuer as to the number of E Ordinary Shares and/or F Ordinary Shares and/or G Ordinary Shares and/or H Ordinary Shares and/or I Ordinary Shares and/or J Ordinary Shares and/or K Ordinary Shares (as the case may be) to be Converted shall (save in the case of manifest error) be conclusive and binding on the Company and its Shareholders, and</p> <p>1 3 2 3 forthwith after Conversion the Company shall issue to the persons entitled thereto certificates for the Deferred Shares resulting from the Conversion and for the remaining E Ordinary Shares and/or F Ordinary Shares and/or G Ordinary Shares and/or H Ordinary Shares and/or I Ordinary Shares and/or J Ordinary</p>	

SH10 – continuation page

Notice of particulars of variation of rights attached to shares

7	Statement of capital (Prescribed particulars of rights attached to shares)	
Class of share	E Ordinary Shares	
Prescribed particulars	<p>Shares and/or K Ordinary Shares (as the case may be) and the holders thereof shall be bound to deliver up to the Company for cancellation the certificates in respect of their pre-Conversion holdings E Ordinary Shares and/or F Ordinary Shares and/or G Ordinary Shares and/or H Ordinary Shares and/or I Ordinary Shares and/or J Ordinary Shares and/or K Ordinary Shares (as the case may be)</p> <p>1 3 3 The Institutional Target Multiple is</p> $[(A \times 2.75) + B] - [C + D + E + F]$ <p>where</p> <p>A is an amount equal to the Investment,</p> <p>B is an amount equal to the professional and advisory costs and expenses reasonably incurred or to be incurred by the Investors pursuant to the Exit (including, for the avoidance of doubt, their pro rata proportion of any Shareholder costs on an Exit) provided that where the costs of the Investors relate solely to advice requested by the Investors as opposed to advice provided generally to all Shareholders pursuant to the Exit such costs and expenses shall not exceed £75,000 for the purposes of this calculation,</p> <p>C is an amount equal to the aggregate of any net dividends paid to the holders of the K Ordinary Shares and the L Ordinary Shares, paid on or before the Exit Date,</p> <p>D is an amount equal to the aggregate of any interest (including accrued interest) paid (on or</p>	

SH10 – continuation page

Notice of particulars of variation of rights attached to shares

7	Statement of capital (Prescribed particulars of rights attached to shares)	
Class of share	E Ordinary Shares	
Prescribed particulars	<p>before the Exit Date) on the Investor Loan Stock,</p> <p>E is an amount equal to the nominal amount of Investor Loan Stock repaid to the Investors on Exit, and</p> <p>F is an amount equal to the amount payable pursuant to paragraph 1 4 1 1</p> <p>1 4 Exit</p> <p>1 4 1 On an Exit, the Proceeds shall be applied in the following order</p> <p>1 4 1 1 first in paying to each holder of L Ordinary Shares an amount up to the L Share Price per L Ordinary Share,</p> <p>1 4 1 2 second in paying to each holder of D Ordinary Shares an amount up to the D Share Price per D Ordinary Share (provided that the aggregate amount paid to the holders of the D Ordinary Shares shall not exceed the Threshold Amount),</p> <p>1 4 1 3 the balance of the Proceeds shall be distributed amongst the holders of the Equity Shares (par passu as if the same constituted one class of share) as adjusted to give effect to paragraph 1 3</p> <p>1 4 2 Subject to paragraph 1 4 3</p> <p>1 4 2 1 if the Proceeds include Deferred Instalments the provisions of paragraph 1 4 1 shall be applied on completion of the Share Sale in respect of the consideration to be paid on completion of the Share Sale and</p>	

SH10 – continuation page

Notice of particulars of variation of rights attached to shares

7	Statement of capital (Prescribed particulars of rights attached to shares)	
Class of share	E Ordinary Shares	
Prescribed particulars	<p>repeated each time a Deferred Instalment is paid, and</p> <p>1 4 2 2 each time the provisions of paragraph 1 4 1 are reapplied, when calculating the amount due to Shareholders the Proceeds shall include the sum of all consideration that has already been paid and the relevant Deferred Instalment, provided that account shall be taken of amounts already received by Shareholders, or not received (as the case may be), in respect of previous payments of consideration</p> <p>1 4 3 In the event that on an Exit the Ordinary Share Value was not in excess of the Relevant Ordinary Share Value (and, accordingly, no Conversion occurred pursuant to paragraph 1 3 1) but would have been had any Deferred Instalments that are paid following an Exit been paid at Exit, then the amounts of the Deferred Instalments to be paid to Shareholders shall be adjusted to take into account the Conversion that would have taken place in accordance with paragraph 1 3 1 had the Ordinary Share Value included such Deferred Instalments</p> <p>1 5 Voting</p> <p>1 5 1 Subject to any special rights or restrictions as to voting attached to any Shares by or in accordance with the Articles</p> <p>1 5 1 1 on a show of hands, every Shareholder holding one or more Voting Shares who (being an individual) is present in person or by proxy or (being a corporation) is present by a representative or by</p>	

SH10 – continuation page

Notice of particulars of variation of rights attached to shares

7	Statement of capital (Prescribed particulars of rights attached to shares)	
Class of share	E Ordinary Shares	
Prescribed particulars	<p>proxy, shall have one vote,</p> <p>1 5 1 2 on a poll, every Shareholder who (being an individual) is present in person or by proxy or (being a corporation) is present by a representative or by proxy shall have one vote for every Voting Share (other than any G Ordinary Share) of which he is the holder,</p> <p>1 5 1 3 on a written resolution, every Shareholder holding one or more Voting Shares (excluding the G Ordinary Shares) as at the time on which the first copy of the resolution is sent or submitted to such Shareholder in accordance with Chapter 2 of Part 13 of the Companies Act 2006, shall have one vote for every Voting Share (other than any G Ordinary Share) of which he is the holder, and</p> <p>1 5 1 4 on a poll or a written resolution, the holders of G Ordinary Shares shall be entitled to such number of votes as is equal to 4 4% of the total votes available to be cast on any resolution,</p> <p>provided that if at any time the K Ordinary Shares constitute a majority in number of the Voting Shares in issue, the votes capable of being cast by the holders of the K Ordinary Shares shall not in aggregate in any circumstances (save as provided for in paragraph 1 5 2) exceed 50% of the votes capable of being cast on any resolution of the Company ("Voting Limit") and in such circumstances each holder of K Ordinary Shares shall be entitled to cast votes representing such proportion of the Voting Limit as equals the proportion which the</p>	

SH10 – continuation page

Notice of particulars of variation of rights attached to shares

7	Statement of capital (Prescribed particulars of rights attached to shares)	
Class of share	E Ordinary Shares	
Prescribed particulars	<p>number of K Ordinary Shares held by such Shareholder bears to the aggregate number of K Ordinary Shares then in issue</p> <p>1 5 2 Notwithstanding paragraph 1 5 1, if a Matenal Default has occurred and the Majority Holders deliver a written notice (a "voting adjustment notice") to that effect to the Company then the voting rights attaching to the K Ordinary Shares shall be amended with effect from the date of the voting adjustment notice to the effect that in relation to any resolution of the Company (whether proposed at a general meeting of the Company or as a written resolution) each holder of K Ordinary Shares (or the duly appointed proxy or corporate representative of such Shareholder) shall (whether the vote on such resolution, if proposed at any general meeting of the Company, is taken on a show of hands or on a poll) have one hundred thousand votes for every K Ordinary Share in the capital of the Company of which he is the holder until the earlier of</p> <p>1 5 2 1 the date that the Matenal Default has been rectified, and</p> <p>1 5 2 2 the date that the Majority Holders give notice in writing to the Company cancelling the voting adjustment notice</p> <p>1 5 3 The provisions of this paragraph 1 5 3 shall apply at any time after any occurrence of a Matenal Default</p> <p>1 5 3 1 the Majority Holders shall be entitled to convene a general meeting of the Company or to require the circulation of written resolutions of the Company for the purpose of considering a resolution or resolutions to approve the terms of any additional capital</p>	

SH10 – continuation page

Notice of particulars of variation of rights attached to shares

7	Statement of capital (Prescribed particulars of rights attached to shares)	
Class of share	E Ordinary Shares	
Prescribed particulars	<p>support for the Company and/or other members of the Group, and for this purpose to consider a resolution or resolutions to appoint additional directors and any and all resolutions required by the terms of the additional capital support including, without limitation, a resolution or resolutions constituting and issuing new classes of Shares,</p> <p>1 5 3 2 at any meeting called pursuant to this paragraph 1 5 3 the quorum shall be qualifying persons holding not less than 75% in nominal value of the K Ordinary Shares</p> <p>1 5 4 At any meeting called pursuant to paragraph 1 5 3 only the holders of K Ordinary Shares may vote on any resolution relating to its adjournment</p> <p>1 5 5 The voting and other rights conferred upon the holders of K Ordinary Shares by paragraphs 1 5 3 and 1 5 4 shall cease to apply upon the first to occur of</p> <p>1 5 5 1 the date on which the Maternal Default which triggered such rights, being rectified, and</p> <p>1 5 5 2 the Majority Holders giving written notice to the Company that such rights shall no longer accrue to the holders of such Shares</p>	

SH10 – continuation page

Notice of particulars of variation of rights attached to shares

7

Statement of capital (Prescribed particulars of rights attached to shares)	
Class of share	F Ordinary Shares
Prescribed particulars	<p>1 SHARE RIGHTS</p> <p>Except as expressly provided otherwise in the Articles, the D Ordinary Shares, the E Ordinary Shares, the F Ordinary Shares, the G Ordinary Shares, the H Ordinary Shares, the I Ordinary Shares, the J Ordinary Shares, the K Ordinary Shares and the L Ordinary Shares shall rank par passu in all respects</p> <p>1 1 Income</p> <p>1 1 1 No dividend shall be declared or paid to the holders of Shares in respect of any financial year of the Company without Investor Consent and any such dividend shall then be paid to all the holders of the E Ordinary Shares, the F Ordinary Shares, the G Ordinary Shares, the K Ordinary Shares and the L Ordinary Shares (in proportion to the nominal values of such E Ordinary Shares, F Ordinary Shares, G Ordinary Shares, the K Ordinary Shares and L Ordinary Shares), provided that holders of the K Ordinary Shares and the L Ordinary Shares shall not be entitled to receive a dividend payment under this paragraph 1 1 1 if and to the extent that the aggregate payment payable to the holders of the K Ordinary Shares and the L Ordinary Shares pursuant to this paragraph 1 1 1 would exceed 50% of the total profits of the Company available for distribution</p> <p>1 1 2 No dividends shall be declared or paid to the holders of D Ordinary Shares, the holders of H Ordinary Shares, the holders of I Ordinary Shares, the holders of J Ordinary Shares or the holders of Deferred Shares</p> <p>1 2 Capital</p> <p>Subject to paragraph 1 3, on a return of assets on liquidation or capital reduction or otherwise, the surplus assets of the Company remaining</p>

SH10 – continuation page

Notice of particulars of variation of rights attached to shares

7	Statement of capital (Prescribed particulars of rights attached to shares)	
Class of share	F Ordinary Shares	
Prescribed particulars	<p>after the payment or discharge of its liabilities (as the case may be) shall be applied in the following order</p> <p>1 2 1 first in paying to each holder of D Ordinary Shares an amount up to the D Share Price per D Ordinary Share (provided that the aggregate amount paid to the holders of the D Ordinary Shares shall not exceed the Threshold Amount),</p> <p>1 2 2 second in paying to the holders of the Equity Shares (par passu as if the same constituted one class of share) an amount up to the Issue Price of each such Equity Share and to the holders of the L Ordinary Shares an amount up to the L Share Price per L Ordinary Share, and</p> <p>1 2 3 the balance of such assets shall be distributed amongst the holders of the Equity Shares and the L Ordinary Shares (in proportion to the nominal values of such Equity Shares and L Ordinary Shares) provided that once the holders of the Equity Shares have received the sum of £1,000,000 per Share, the holders of the Deferred Shares shall be entitled to a payment of £0.01 per Deferred Share of which they are the holder after which the balance of such assets shall be distributed amongst the holders of the Equity Shares and L Ordinary Shares (in proportion to the nominal values of such Equity Shares and L Ordinary Shares) and provided further that the amount payable to the holders of the K Ordinary Shares, the L Ordinary Shares and the Deferred Shares pursuant to this paragraph 1 2 shall not exceed 50% of the assets of the Company available for distribution amongst the participants (as defined in section 454 of CTA) of the Company</p> <p>1 3 Ratchet</p> <p>1 3 1 Immediately prior to an Exit there shall be Converted into Deferred Shares such number of E Ordinary</p>	

SH10 – continuation page

Notice of particulars of variation of rights attached to shares

7	Statement of capital (Prescribed particulars of rights attached to shares)	
Class of share	F Ordinary Shares	
Prescribed particulars	<p>Shares and/or F Ordinary Shares and/or G Ordinary Shares and/or H Ordinary Shares and/or I Ordinary Shares and/or J Ordinary Shares and/or K Ordinary Shares as would leave the holders of the Equity Shares, (each respectively as a class) holding that percentage of the issued Equity Shares as would result in a division of the Ordinary Share Value as follows</p> <p>1 3 1 1 in respect of the Ordinary Share Value up to and including the Relevant Ordinary Share Value on the basis of their holdings of E Ordinary Shares, F Ordinary Shares, G Ordinary Shares, H Ordinary Shares, I Ordinary Shares, J Ordinary Shares and K Ordinary Shares immediately prior to Conversion, and</p> <p>1 3 1 2 in respect of the Ordinary Share Value in excess of the Relevant Ordinary Share Value as follows</p> <p>1 3 1 2 1 the K Ordinary Shares as a class shall be entitled to 25% of that excess, and</p> <p>1 3 1 2 2 the E Ordinary Shares, F Ordinary Shares, G Ordinary Shares, H Ordinary Shares, I Ordinary Shares and J Ordinary Shares as a class shall be entitled to 75% of that excess</p> <p>1 3 2 Any Conversion of E Ordinary Shares and/or F Ordinary Shares and/or G Ordinary Shares and/or H Ordinary Shares and/or I Ordinary Shares and/or J Ordinary Shares and/or K Ordinary Shares pursuant to paragraph 1 3 1 shall be made on the following terms</p> <p>1 3 2 1 Conversion shall take effect</p>	

SH10 – continuation page

Notice of particulars of variation of rights attached to shares

7	Statement of capital (Prescribed particulars of rights attached to shares)	
Class of share	F Ordinary Shares	
Prescribed particulars	<p>immediately before (but conditional upon the occurrence of) an Exit at no cost to the holders of the E Ordinary Shares and/or F Ordinary Shares and/or G Ordinary Shares and/or H Ordinary Shares and/or I Ordinary Shares and/or J Ordinary Shares and/or K Ordinary Shares (as the case may be) and the Shares to be Converted pursuant to paragraph 1 3 1 shall be apportioned rateably (or as near thereto as may be practicable to avoid the apportionment of a fraction of a share) among the holders of the E Ordinary Shares, F Ordinary Shares, G Ordinary Shares, H Ordinary Shares, I Ordinary Shares, J Ordinary Shares and K Ordinary Shares, (as the case may be),</p> <p>1 3 2 2 the certificate of the Valuer as to the number of E Ordinary Shares and/or F Ordinary Shares and/or G Ordinary Shares and/or H Ordinary Shares and/or I Ordinary Shares and/or J Ordinary Shares and/or K Ordinary Shares (as the case may be) to be Converted shall (save in the case of manifest error) be conclusive and binding on the Company and its Shareholders, and</p> <p>1 3 2 3 forthwith after Conversion the Company shall issue to the persons entitled thereto certificates for the Deferred Shares resulting from the Conversion and for the remaining E Ordinary Shares and/or F Ordinary Shares and/or G Ordinary Shares and/or H Ordinary Shares and/or I</p>	

SH10 – continuation page

Notice of particulars of variation of rights attached to shares

7	Statement of capital (Prescribed particulars of rights attached to shares)	
Class of share	F Ordinary Shares	
Prescribed particulars	<p>Ordinary Shares and/or J Ordinary Shares and/or K Ordinary Shares (as the case may be) and the holders thereof shall be bound to deliver up to the Company for cancellation the certificates in respect of their pre-Conversion holdings E Ordinary Shares and/or F Ordinary Shares and/or G Ordinary Shares and/or H Ordinary Shares and/or I Ordinary Shares and/or J Ordinary Shares and/or K Ordinary Shares (as the case may be)</p> <p>1 3 3 The Institutional Target Multiple is</p> $[(A \times 2.75) + B] - [C+D+E+F]$ <p>where</p> <p>A is an amount equal to the Investment,</p> <p>B is an amount equal to the professional and advisory costs and expenses reasonably incurred or to be incurred by the Investors pursuant to the Exit (including, for the avoidance of doubt, their pro rata proportion of any Shareholder costs on an Exit) provided that where the costs of the Investors relate solely to advice requested by the Investors as opposed to advice provided generally to all Shareholders pursuant to the Exit such costs and expenses shall not exceed £75,000 for the purposes of this calculation,</p> <p>C is an amount equal to the aggregate of any net dividends paid to the holders of the K Ordinary Shares and the L Ordinary Shares, paid on or before the Exit Date,</p> <p>D is an amount equal to the aggregate of any interest (including accrued interest) paid (on or</p>	

SH10 – continuation page

Notice of particulars of variation of rights attached to shares

7	Statement of capital (Prescribed particulars of rights attached to shares)	
Class of share	F Ordinary Shares	
Prescribed particulars	<p>before the Exit Date) on the Investor Loan Stock,</p> <p>E is an amount equal to the nominal amount of Investor Loan Stock repaid to the Investors on Exit, and</p> <p>F is an amount equal to the amount payable pursuant to paragraph 1 4 1 1</p> <p>1 4 Exit</p> <p>1 4 1 On an Exit, the Proceeds shall be applied in the following order</p> <p>1 4 1 1 first in paying to each holder of L Ordinary Shares an amount up to the L Share Price per L Ordinary Share,</p> <p>1 4 1 2 second in paying to each holder of D Ordinary Shares an amount up to the D Share Price per D Ordinary Share (provided that the aggregate amount paid to the holders of the D Ordinary Shares shall not exceed the Threshold Amount),</p> <p>1 4 1 3 the balance of the Proceeds shall be distributed amongst the holders of the Equity Shares (par passu as if the same constituted one class of share) as adjusted to give effect to paragraph 1 3</p> <p>1 4 2 Subject to paragraph 1 4 3</p> <p>1 4 2 1 if the Proceeds include Deferred Instalments the provisions of paragraph 1 4 1 shall be applied on completion of the Share Sale in respect of the consideration to be paid on completion of the Share Sale and</p>	

SH10 – continuation page

Notice of particulars of variation of rights attached to shares

7	Statement of capital (Prescribed particulars of rights attached to shares)	
Class of share	F Ordinary Shares	
Prescribed particulars	<p>repeated each time a Deferred Instalment is paid, and</p> <p>1 4 2 2 each time the provisions of paragraph 1 4 1 are reapplied, when calculating the amount due to Shareholders the Proceeds shall include the sum of all consideration that has already been paid and the relevant Deferred Instalment, provided that account shall be taken of amounts already received by Shareholders, or not received (as the case may be), in respect of previous payments of consideration</p> <p>1 4 3 In the event that on an Exit the Ordinary Share Value was not in excess of the Relevant Ordinary Share Value (and, accordingly, no Conversion occurred pursuant to paragraph 1 3 1) but would have been had any Deferred Instalments that are paid following an Exit been paid at Exit, then the amounts of the Deferred Instalments to be paid to Shareholders shall be adjusted to take into account the Conversion that would have taken place in accordance with paragraph 1 3 1 had the Ordinary Share Value included such Deferred Instalments</p> <p>1 5 Voting</p> <p>1 5 1 Subject to any special rights or restrictions as to voting attached to any Shares by or in accordance with the Articles</p> <p>1 5 1 1 on a show of hands, every Shareholder holding one or more Voting Shares who (being an individual) is present in person or by proxy or (being a corporation) is present by a representative or by</p>	

SH10 – continuation page

Notice of particulars of variation of rights attached to shares

7	Statement of capital (Prescribed particulars of rights attached to shares)	
Class of share	F Ordinary Shares	
Prescribed particulars	<p>proxy, shall have one vote,</p> <p>1 5 1 2 on a poll, every Shareholder who (being an individual) is present in person or by proxy or (being a corporation) is present by a representative or by proxy shall have one vote for every Voting Share (other than any G Ordinary Share) of which he is the holder,</p> <p>1 5 1 3 on a written resolution, every Shareholder holding one or more Voting Shares (excluding the G Ordinary Shares) as at the time on which the first copy of the resolution is sent or submitted to such Shareholder in accordance with Chapter 2 of Part 13 of the Companies Act 2006, shall have one vote for every Voting Share (other than any G Ordinary Share) of which he is the holder, and</p> <p>1 5 1 4 on a poll or a written resolution, the holders of G Ordinary Shares shall be entitled to such number of votes as is equal to 4.4% of the total votes available to be cast on any resolution,</p> <p>provided that if at any time the K Ordinary Shares constitute a majority in number of the Voting Shares in issue, the votes capable of being cast by the holders of the K Ordinary Shares shall not in aggregate in any circumstances (save as provided for in paragraph 1 5 2) exceed 50% of the votes capable of being cast on any resolution of the Company ("Voting Limit") and in such circumstances each holder of K Ordinary Shares shall be entitled to cast votes representing such proportion of the Voting Limit as equals the proportion which the</p>	

SH10 – continuation page

Notice of particulars of variation of rights attached to shares

7	Statement of capital (Prescribed particulars of rights attached to shares)	
Class of share	F Ordinary Shares	
Prescribed particulars	<p>number of K Ordinary Shares held by such Shareholder bears to the aggregate number of K Ordinary Shares then in issue</p> <p>1 5 2 Notwithstanding paragraph 1 5 1, if a Material Default has occurred and the Majority Holders deliver a written notice (a "voting adjustment notice") to that effect to the Company then the voting rights attaching to the K Ordinary Shares shall be amended with effect from the date of the voting adjustment notice to the effect that in relation to any resolution of the Company (whether proposed at a general meeting of the Company or as a written resolution) each holder of K Ordinary Shares (or the duly appointed proxy or corporate representative of such Shareholder) shall (whether the vote on such resolution, if proposed at any general meeting of the Company, is taken on a show of hands or on a poll) have one hundred thousand votes for every K Ordinary Share in the capital of the Company of which he is the holder until the earlier of</p> <p>1 5 2 1 the date that the Material Default has been rectified, and</p> <p>1 5 2 2 the date that the Majority Holders give notice in writing to the Company cancelling the voting adjustment notice</p> <p>1 5 3 The provisions of this paragraph 1 5 3 shall apply at any time after any occurrence of a Material Default</p> <p>1 5 3 1 the Majority Holders shall be entitled to convene a general meeting of the Company or to require the circulation of written resolutions of the Company for the purpose of considering a resolution or resolutions to approve the terms of any additional capital</p>	

SH10 – continuation page

Notice of particulars of variation of rights attached to shares

7	Statement of capital (Prescribed particulars of rights attached to shares)	
Class of share	F Ordinary Shares	
Prescribed particulars	<p>support for the Company and/or other members of the Group, and for this purpose to consider a resolution or resolutions to appoint additional directors and any and all resolutions required by the terms of the additional capital support including, without limitation, a resolution or resolutions constituting and issuing new classes of Shares,</p> <p>1 5 3 2 at any meeting called pursuant to this paragraph 1 5 3 the quorum shall be qualifying persons holding not less than 75% in nominal value of the K Ordinary Shares</p> <p>1 5 4 At any meeting called pursuant to paragraph 1 5 3 only the holders of K Ordinary Shares may vote on any resolution relating to its adjournment</p> <p>1 5 5 The voting and other rights conferred upon the holders of K Ordinary Shares by paragraphs 1 5 3 and 1 5 4 shall cease to apply upon the first to occur of</p> <p>1 5 5 1 the date on which the Material Default which triggered such rights, being rectified, and</p> <p>1 5 5 2 the Majority Holders giving written notice to the Company that such rights shall no longer accrue to the holders of such Shares</p>	

SH10 – continuation page

Notice of particulars of variation of rights attached to shares

7	Statement of capital (Prescribed particulars of rights attached to shares)	
Class of share	G Ordinary Shares	
Prescribed particulars	<p>1 SHARE RIGHTS</p> <p>Except as expressly provided otherwise in the Articles, the D Ordinary Shares, the E Ordinary Shares, the F Ordinary Shares, the G Ordinary Shares, the H Ordinary Shares, the I Ordinary Shares, the J Ordinary Shares, the K Ordinary Shares and the L Ordinary Shares shall rank <i>pari passu</i> in all respects</p> <p>1.1 Income</p> <p>1.1.1 No dividend shall be declared or paid to the holders of Shares in respect of any financial year of the Company without Investor Consent and any such dividend shall then be paid to all the holders of the E Ordinary Shares, the F Ordinary Shares, the G Ordinary Shares, the K Ordinary Shares and the L Ordinary Shares (in proportion to the nominal values of such E Ordinary Shares, F Ordinary Shares, G Ordinary Shares, the K Ordinary Shares and L Ordinary Shares), provided that holders of the K Ordinary Shares and the L Ordinary Shares shall not be entitled to receive a dividend payment under this paragraph 1.1.1 if and to the extent that the aggregate payment payable to the holders of the K Ordinary Shares and the L Ordinary Shares pursuant to this paragraph 1.1.1 would exceed 50% of the total profits of the Company available for distribution</p> <p>1.1.2 No dividends shall be declared or paid to the holders of D Ordinary Shares, the holders of H Ordinary Shares, the holders of I Ordinary Shares, the holders of J Ordinary Shares or the holders of Deferred Shares</p> <p>1.2 Capital</p> <p>Subject to paragraph 1.3, on a return of assets on liquidation or capital reduction or otherwise, the surplus assets of the Company remaining after the payment or discharge of its liabilities (as the case may be) shall</p>	

SH10 – continuation page

Notice of particulars of variation of rights attached to shares

7	Statement of capital (Prescribed particulars of rights attached to shares)	
Class of share	G Ordinary Shares	
Prescribed particulars	<p>be applied in the following order</p> <p>1 2 1 first in paying to each holder of D Ordinary Shares an amount up to the D Share Price per D Ordinary Share (provided that the aggregate amount paid to the holders of the D Ordinary Shares shall not exceed the Threshold Amount),</p> <p>1 2 2 second in paying to the holders of the Equity Shares (pari passu as if the same constituted one class of share) an amount up to the Issue Price of each such Equity Share and to the holders of the L Ordinary Shares an amount up to the L Share Price per L Ordinary Share, and</p> <p>1 2 3 the balance of such assets shall be distributed amongst the holders of the Equity Shares and the L Ordinary Shares (in proportion to the nominal values of such Equity Shares and L Ordinary Shares) provided that once the holders of the Equity Shares have received the sum of £1,000,000 per Share, the holders of the Deferred Shares shall be entitled to a payment of £0.01 per Deferred Share of which they are the holder after which the balance of such assets shall be distributed amongst the holders of the Equity Shares and L Ordinary Shares (in proportion to the nominal values of such Equity Shares and L Ordinary Shares) and provided further that the amount payable to the holders of the K Ordinary Shares, the L Ordinary Shares and the Deferred Shares pursuant to this paragraph 1 2 shall not exceed 50% of the assets of the Company available for distribution amongst the participants (as defined in section 454 of CTA) of the Company</p> <p>1 3 Ratchet</p> <p>1 3 1 Immediately prior to an Exit there shall be Converted into Deferred Shares such number of E Ordinary Shares and/or F Ordinary Shares and/or G Ordinary</p>	

SH10 – continuation page

Notice of particulars of variation of rights attached to shares

7	Statement of capital (Prescribed particulars of rights attached to shares)	
Class of share	G Ordinary Shares	
Prescribed particulars	<p>Shares and/or H Ordinary Shares and/or I Ordinary Shares and/or J Ordinary Shares and/or K Ordinary Shares as would leave the holders of the Equity Shares, (each respectively as a class) holding that percentage of the issued Equity Shares as would result in a division of the Ordinary Share Value as follows</p> <p>1 3 1 1 in respect of the Ordinary Share Value up to and including the Relevant Ordinary Share Value on the basis of their holdings of E Ordinary Shares, F Ordinary Shares, G Ordinary Shares, H Ordinary Shares, I Ordinary Shares, J Ordinary Shares and K Ordinary Shares immediately prior to Conversion, and</p> <p>1 3 1 2 in respect of the Ordinary Share Value in excess of the Relevant Ordinary Share Value as follows</p> <p>1 3 1 2 1 the K Ordinary Shares as a class shall be entitled to 25% of that excess, and</p> <p>1 3 1 2 2 the E Ordinary Shares, F Ordinary Shares, G Ordinary Shares, H Ordinary Shares, I Ordinary Shares and J Ordinary Shares as a class shall be entitled to 75% of that excess</p> <p>1 3 2 Any Conversion of E Ordinary Shares and/or F Ordinary Shares and/or G Ordinary Shares and/or H Ordinary Shares and/or I Ordinary Shares and/or J Ordinary Shares and/or K Ordinary Shares pursuant to paragraph 1 3 1 shall be made on the following terms</p> <p>1 3 2 1 Conversion shall take effect immediately before (but conditional</p>	

SH10 – continuation page

Notice of particulars of variation of rights attached to shares

7	Statement of capital (Prescribed particulars of rights attached to shares)	
Class of share	G Ordinary Shares	
Prescribed particulars		
	<p>upon the occurrence of) an Exit at no cost to the holders of the E Ordinary Shares and/or F Ordinary Shares and/or G Ordinary Shares and/or H Ordinary Shares and/or I Ordinary Shares and/or J Ordinary Shares and/or K Ordinary Shares (as the case may be) and the Shares to be Converted pursuant to paragraph 1 3 1 shall be apportioned rateably (or as near thereto as may be practicable to avoid the apportionment of a fraction of a share) among the holders of the E Ordinary Shares, F Ordinary Shares, G Ordinary Shares, H Ordinary Shares, I Ordinary Shares, J Ordinary Shares and K Ordinary Shares, (as the case may be),</p>	
	<p>1 3 2 2 the certificate of the Valuer as to the number of E Ordinary Shares and/or F Ordinary Shares and/or G Ordinary Shares and/or H Ordinary Shares and/or I Ordinary Shares and/or J Ordinary Shares and/or K Ordinary Shares (as the case may be) to be Converted shall (save in the case of manifest error) be conclusive and binding on the Company and its Shareholders, and</p>	
	<p>1 3 2 3 forthwith after Conversion the Company shall issue to the persons entitled thereto certificates for the Deferred Shares resulting from the Conversion and for the remaining E Ordinary Shares and/or F Ordinary Shares and/or G Ordinary Shares and/or H Ordinary Shares and/or I Ordinary Shares and/or J Ordinary</p>	

SH10 – continuation page

Notice of particulars of variation of rights attached to shares

7	Statement of capital (Prescribed particulars of rights attached to shares)	
Class of share	G Ordinary Shares	
Prescribed particulars	<p>Shares and/or K Ordinary Shares (as the case may be) and the holders thereof shall be bound to deliver up to the Company for cancellation the certificates in respect of their pre-Conversion holdings E Ordinary Shares and/or F Ordinary Shares and/or G Ordinary Shares and/or H Ordinary Shares and/or I Ordinary Shares and/or J Ordinary Shares and/or K Ordinary Shares (as the case may be)</p> <p>1 3 3 The Institutional Target Multiple is</p> $[(A \times 2.75) + B] - [C + D + E + F]$ <p>where</p> <p>A is an amount equal to the investment,</p> <p>B is an amount equal to the professional and advisory costs and expenses reasonably incurred or to be incurred by the Investors pursuant to the Exit (including, for the avoidance of doubt, their pro rata proportion of any Shareholder costs on an Exit) provided that where the costs of the Investors relate solely to advice requested by the Investors as opposed to advice provided generally to all Shareholders pursuant to the Exit such costs and expenses shall not exceed £75,000 for the purposes of this calculation,</p> <p>C is an amount equal to the aggregate of any net dividends paid to the holders of the K Ordinary Shares and the L Ordinary Shares, paid on or before the Exit Date,</p> <p>D is an amount equal to the aggregate of any interest (including accrued interest) paid (on or</p>	

SH10 – continuation page

Notice of particulars of variation of rights attached to shares

7	Statement of capital (Prescribed particulars of rights attached to shares)	
Class of share	G Ordinary Shares	
Prescribed particulars	<p>before the Exit Date) on the Investor Loan Stock,</p> <p>E is an amount equal to the nominal amount of Investor Loan Stock repaid to the Investors on Exit, and</p> <p>F is an amount equal to the amount payable pursuant to paragraph 1 4 1 1</p> <p>1 4 Exit</p> <p>1 4 1 On an Exit, the Proceeds shall be applied in the following order</p> <p>1 4 1 1 first in paying to each holder of L Ordinary Shares an amount up to the L Share Price per L Ordinary Share,</p> <p>1 4 1 2 second in paying to each holder of D Ordinary Shares an amount up to the D Share Price per D Ordinary Share (provided that the aggregate amount paid to the holders of the D Ordinary Shares shall not exceed the Threshold Amount),</p> <p>1 4 1 3 the balance of the Proceeds shall be distributed amongst the holders of the Equity Shares (pari passu as if the same constituted one class of share) as adjusted to give effect to paragraph 1 3</p> <p>1 4 2 Subject to paragraph 1 4 3</p> <p>1 4 2 1 if the Proceeds include Deferred Instalments the provisions of paragraph 1 4 1 shall be applied on completion of the Share Sale in respect of the consideration to be paid on completion of the Share Sale and</p>	

SH10 – continuation page

Notice of particulars of variation of rights attached to shares

7	Statement of capital (Prescribed particulars of rights attached to shares)	
Class of share	G Ordinary Shares	
Prescribed particulars	<p>repeated each time a Deferred Instalment is paid, and</p> <p>1 4 2 2 each time the provisions of paragraph 1 4 1 are reapplied, when calculating the amount due to Shareholders the Proceeds shall include the sum of all consideration that has already been paid and the relevant Deferred Instalment, provided that account shall be taken of amounts already received by Shareholders, or not received (as the case may be), in respect of previous payments of consideration</p> <p>1 4 3 In the event that on an Exit the Ordinary Share Value was not in excess of the Relevant Ordinary Share Value (and, accordingly, no Conversion occurred pursuant to paragraph 1 3 1) but would have been had any Deferred Instalments that are paid following an Exit been paid at Exit, then the amounts of the Deferred Instalments to be paid to Shareholders shall be adjusted to take into account the Conversion that would have taken place in accordance with paragraph 1 3 1 had the Ordinary Share Value included such Deferred Instalments</p> <p>1 5 Voting</p> <p>1 5 1 Subject to any special rights or restrictions as to voting attached to any Shares by or in accordance with the Articles</p> <p>1 5 1 1 on a show of hands, every Shareholder holding one or more Voting Shares who (being an individual) is present in person or by proxy or (being a corporation) is present by a representative or by</p>	

SH10 – continuation page

Notice of particulars of variation of rights attached to shares

7	Statement of capital (Prescribed particulars of rights attached to shares)	
Class of share	G Ordinary Shares	
Prescribed particulars	<p>proxy, shall have one vote,</p> <p>1 5 1 2 on a poll, every Shareholder who (being an individual) is present in person or by proxy or (being a corporation) is present by a representative or by proxy shall have one vote for every Voting Share (other than any G Ordinary Share) of which he is the holder,</p> <p>1 5 1 3 on a written resolution, every Shareholder holding one or more Voting Shares (excluding the G Ordinary Shares) as at the time on which the first copy of the resolution is sent or submitted to such Shareholder in accordance with Chapter 2 of Part 13 of the Companies Act 2006, shall have one vote for every Voting Share (other than any G Ordinary Share) of which he is the holder, and</p> <p>1 5 1 4 on a poll or a written resolution, the holders of G Ordinary Shares shall be entitled to such number of votes as is equal to 4 4% of the total votes available to be cast on any resolution,</p> <p>provided that if at any time the K Ordinary Shares constitute a majority in number of the Voting Shares in issue, the votes capable of being cast by the holders of the K Ordinary Shares shall not in aggregate in any circumstances (save as provided for in paragraph 1 5 2) exceed 50% of the votes capable of being cast on any resolution of the Company ("Voting Limit") and in such circumstances each holder of K Ordinary Shares shall be entitled to cast votes representing such proportion of the Voting Limit as equals the proportion which the</p>	

SH10 – continuation page

Notice of particulars of variation of rights attached to shares

7	Statement of capital (Prescribed particulars of rights attached to shares)	
Class of share	G Ordinary Shares	
Prescribed particulars	<p>number of K Ordinary Shares held by such Shareholder bears to the aggregate number of K Ordinary Shares then in issue</p> <p>1 5 2 Notwithstanding paragraph 1 5 1, if a Material Default has occurred and the Majority Holders deliver a written notice (a "voting adjustment notice") to that effect to the Company then the voting rights attaching to the K Ordinary Shares shall be amended with effect from the date of the voting adjustment notice to the effect that in relation to any resolution of the Company (whether proposed at a general meeting of the Company or as a written resolution) each holder of K Ordinary Shares (or the duly appointed proxy or corporate representative of such Shareholder) shall (whether the vote on such resolution, if proposed at any general meeting of the Company, is taken on a show of hands or on a poll) have one hundred thousand votes for every K Ordinary Share in the capital of the Company of which he is the holder until the earlier of</p> <p>1 5 2 1 the date that the Material Default has been rectified, and</p> <p>1 5 2 2 the date that the Majority Holders give notice in writing to the Company cancelling the voting adjustment notice</p> <p>1 5 3 The provisions of this paragraph 1 5 3 shall apply at any time after any occurrence of a Material Default</p> <p>1 5 3 1 the Majority Holders shall be entitled to convene a general meeting of the Company or to require the circulation of written resolutions of the Company for the purpose of considering a resolution or resolutions to approve the terms of any additional capital</p>	

SH10 – continuation page

Notice of particulars of variation of rights attached to shares

7	Statement of capital (Prescribed particulars of rights attached to shares)	
Class of share	G Ordinary Shares	
Prescribed particulars	<p>support for the Company and/or other members of the Group, and for this purpose to consider a resolution or resolutions to appoint additional directors and any and all resolutions required by the terms of the additional capital support including, without limitation, a resolution or resolutions constituting and issuing new classes of Shares,</p> <p>1 5 3 2 at any meeting called pursuant to this paragraph 1 5 3 the quorum shall be qualifying persons holding not less than 75% in nominal value of the K Ordinary Shares</p> <p>1 5 4 At any meeting called pursuant to paragraph 1 5 3 only the holders of K Ordinary Shares may vote on any resolution relating to its adjournment</p> <p>1 5 5 The voting and other rights conferred upon the holders of K Ordinary Shares by paragraphs 1 5 3 and 1 5 4 shall cease to apply upon the first to occur of</p> <p>1 5 5 1 the date on which the Material Default which triggered such rights, being rectified, and</p> <p>1 5 5 2 the Majority Holders giving written notice to the Company that such rights shall no longer accrue to the holders of such Shares</p>	