

CS01

Confirmation statement

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Go online to file this information  
[www.gov.uk/companieshouse](http://www.gov.uk/companieshouse)

A fee may be payable with this form  
Please see 'How to pay' on

✓ **What this form is for**  
You may use this form to confirm  
that the company has filed up to  
date. You must file a confirmation  
statement at least once every year

✗ **What this form is NOT for**  
You cannot use this form to  
file changes to the company  
registered office address,  
alternative inspection address  
(SAIL) information



A33 02/12/2016 #141  
COMPANIES HOUSE

**Before you start**

You can check your company details for free on our online service  
[www.beta.companieshouse.gov.uk](http://www.beta.companieshouse.gov.uk)

**Change to your company information**

If you need to make any changes to

- **Part 1** Principal business activities or standard industrial classification (SIC)
- **Part 2** Statement of capital
- **Part 3** Trading status of shares and exemption from keeping a register of people with significant control (PSC)
- **Part 4** Shareholder information
- **Part 5** Information about people with significant control (PSC)

Use the additional parts of this form to do this

**Other changes**

If you need to make any  
changes to

- registered office address
- single alternative inspection address (SAIL) and company records
- officer appointments

You must do this separately  
before or at the same time as this  
confirmation statement

**1 Company details**

Company number 0 7 4 2 8 8 5 8

Company name in full Churchill Retirement PLC

→ **Filing in this form**  
Please complete in typescript or in  
bold black capitals

**2 Confirmation date**

Please give the confirmation statement date. You must deliver this form within  
14 days of this date. Please check your company records for the date of your  
confirmation period

Confirmation date 1 d 0 d 3 m 1 m 1 y 2 y 0 y 1 y 6

① **Check when your confirmation  
statement is due**  
To check your confirmation  
statement date  
[www.beta.companieshouse.gov.uk](http://www.beta.companieshouse.gov.uk)

You can make a statement at  
any time during the confirmation  
period. This will change your next  
confirmation date

**3 Confirmation statement**

I confirm that all information required to be delivered by the company pursuant  
to section 853A(1)(a) of the Companies Act 2006 in relation to the confirmation  
period ending on the confirmation date above either has been delivered or is  
being delivered with this statement

Signature

Signature

X

X

This form may be signed by  
Director ②, Secretary, Person authorised ③, Charitable commission receiver and  
manager, CIC manager, Judicial factor

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

③ **Person authorised**  
Under either section 270 or 274 of  
the Companies Act 2006

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

CHFP025  
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# CS01 - continuation page

## Confirmation statement

**D1**

### Shareholder information for a non-traded company

Show any information that has changed for each person

Please list the company shareholders in alphabetical order. Joint shareholders should be listed consecutively.

Shareholder's Name (Address not required)	Class of share	Shares held at confirmation date	Shares transferred (if appropriate)	
		Number of shares	Number of shares	Date of registration of transfer
Spencer John McCarthy	Ordinary	207,500	30,000	04 / 12 / 2015
Clinton James McCarthy	Ordinary	207,500	30,000	04 / 12 / 2015
Spencer John McCarthy and Clinton James McCarthy	Ordinary	12,500		/ /
Clinton James McCarthy and Spencer John McCarthy	Ordinary	12,500		/ /
Bridget Danielle McCarthy	Ordinary	30,000		/ /
Kathryn Jean McCarthy	Ordinary	30,000		/ /
Bridget Danielle McCarthy	Redeemable Preference	1,000,000		/ /
Kathryn Jean McCarthy	Redeemable Preference	1,000,000		/ /
John Sidney McCarthy and Gwendoline Joan McCarthy	A1 Redeemable Preference	44,400,000		/ /
John Sidney McCarthy and Gwendoline Joan McCarthy	A2 Redeemable Preference	44,400,000		/ /
John Sidney McCarthy and Gwendoline Joan McCarthy	B1 Redeemable Preference	1,510,000		/ /
John Sidney McCarthy and Gwendoline Joan McCarthy	B2 Redeemable Preference	1,510,000		/ /

# CS01 - continuation page

## Confirmation statement

**D1**

### Shareholder information for a non-traded company

Show any information that has changed for each person

Please list the company shareholders in alphabetical order. Joint shareholders should be listed consecutively.

Shareholder's Name (Address not required)	Class of share	Shares held at confirmation date	Shares transferred (if appropriate)	
		Number of shares	Number of shares	Date of registration of transfer
Dean Marlow	C1 Convertible Redeemable Growth	16,667		/ /
Rodney Michael Harrison	C1 Convertible Redeemable Growth	2,500		/ /
Martin Anthony Young	C1 Convertible Redeemable Growth	2,500		/ /
Jason John Pink	C1 Convertible Redeemable Growth	1,200		/ /
				/ /
				/ /
				/ /
				/ /
				/ /
				/ /
				/ /
				/ /
				/ /

# CS01 - continuation page

Confirmation statement

**F1**

## Individual PSC particulars

### Individual's details

1) Current		2) Previous	Date of change
Title*	Mr		/ /
Full forename(s)	John Sidney		/ /
Surname	McCarthy		/ /
Country/State of residence	England		/ /
Nationality	British		/ /
Month/year of birth	<input checked="" type="checkbox"/> <input checked="" type="checkbox"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/>	<input checked="" type="checkbox"/> <input checked="" type="checkbox"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/>	/ /

### Individual's service address

Please complete the individual's service address below. You must also complete the individual's usual residential address in **Section F2**

1) Current		2) Previous	Date of change
Building name/number	Squalls Estate		/ /
Street	Squalls Lane Tisbury		
Post town	Salisbury		
County/Region	Wiltshire		
Postcode	<input type="text"/> S <input type="text"/> P <input type="text"/> 3 <input type="text"/> <input type="text"/> 6 <input type="text"/> R <input type="text"/> X <input type="text"/>	<input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/>	
Country	England		

Date that this person became registrable (this cannot be before 06/04/2016)	Date (if applicable) that this person ceased to be registrable
<input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/>	<input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/>

CS01 - continuation page  
Confirmation statement

F3

Individual PSC nature of control

1) Current (as at the confirmation statement date)	2) Previous	Date of change
<b>Ownership of shares</b>  1 The individual holds, directly or indirectly, the following percentage of shares in the company (tick only one)  <input type="checkbox"/> 1a) more than 25% but not more than 50% <input type="checkbox"/> 1b) more than 50% but less than 75% <input checked="" type="checkbox"/> 1c) 75% or more	<b>Ownership of shares</b>  <input type="checkbox"/> 1a <input type="checkbox"/> 1b <input type="checkbox"/> 1c	/ /
<b>Ownership of voting rights</b>  2 The individual holds, directly or indirectly, the following percentage of voting rights in the company (tick only one)  <input type="checkbox"/> 2a) more than 25% but not more than 50% <input type="checkbox"/> 2b) more than 50% but less than 75% <input type="checkbox"/> 2c) 75% or more	<b>Ownership of voting rights</b>  <input type="checkbox"/> 2a <input type="checkbox"/> 2b <input type="checkbox"/> 2c	/ /
<b>Ownership of right to appoint/ remove directors</b>  <input type="checkbox"/> 3 The individual holds, directly or indirectly, the right to appoint or remove a majority of the board of directors of the company	<b>Ownership of right to appoint/ remove directors</b>  <input type="checkbox"/> 3	/ /

Only complete the section below if none of the above apply

1) Current	2) Previous	Date of change
<input type="checkbox"/> The individual has the right to exercise, or actually exercises, significant influence or control over the company	<input type="checkbox"/> The individual has the right to exercise, or actually exercises, significant influence or control over the company	/ /

# CS01 - continuation page

Confirmation statement

**F4**

## Nature of control by a firm over which the individual has significant control

### The individual

has the right to exercise or actually exercises significant influence or control over the activities of a firm that is not a legal person under its governing law, and

1) Current	2) Previous	Date of change
<p>1 the members of that firm (in their capacity as such) hold, directly or indirectly, the following percentage of shares in the company (tick only one)</p> <p><input type="checkbox"/> 1a) more than 25% but not more than 50%</p> <p><input type="checkbox"/> 1b) more than 50% but less than 75%</p> <p><input type="checkbox"/> 1c) 75% or more</p>	<p><b>Ownership of shares</b></p> <p><input type="checkbox"/> 1a</p> <p><input type="checkbox"/> 1b</p> <p><input type="checkbox"/> 1c</p>	<p>/ /</p>
<p>2 the members of that firm (in their capacity as such) hold, directly or indirectly, the following percentage of voting rights in the company (tick only one)</p> <p><input type="checkbox"/> 2a) more than 25% but not more than 50%</p> <p><input type="checkbox"/> 2b) more than 50% but less than 75%</p> <p><input type="checkbox"/> 2c) 75% or more</p>	<p><b>Ownership of voting rights</b></p> <p><input type="checkbox"/> 2a</p> <p><input type="checkbox"/> 2b</p> <p><input type="checkbox"/> 2c</p>	<p>/ /</p>
<p><input type="checkbox"/> 3 the members of that firm (in their capacity as such) hold the right, directly or indirectly, to appoint or remove a majority of the board of directors of the company</p>	<p><b>Ownership of right to appoint/ remove directors</b></p> <p><input type="checkbox"/> 3</p>	<p>/ /</p>
<p><input type="checkbox"/> 4 the members of that firm (in their capacity as such) have the right to exercise, or actually exercise, significant influence or control over the company</p>	<p><b>Significant influence or control</b></p> <p><input type="checkbox"/> 4</p>	<p>/ /</p>

CS01 - continuation page  
Confirmation statement

F5

**Nature of control by a trust over which the individual has significant control**

**The individual**

has the right to exercise or actually exercises significant influence or control over the activities of a trust and

1) Current	2) Previous	Date of change
<p>1 the trustees of that trust (in their capacity as such) hold, directly or indirectly, the following percentage of shares in the company (tick only one)</p> <p><input type="checkbox"/> 1a) more than 25% but not more than 50%</p> <p><input type="checkbox"/> 1b) more than 50% but less than 75%</p> <p><input type="checkbox"/> 1c) 75% or more</p>	<p><b>Ownership of shares</b></p> <p><input type="checkbox"/> 1a</p> <p><input type="checkbox"/> 1b</p> <p><input type="checkbox"/> 1c</p>	<p>/ /</p>
<p>2 the trustees of that trust (in their capacity as such) hold, directly or indirectly, the following percentage of voting rights in the company (tick only one)</p> <p><input type="checkbox"/> 2a) more than 25% but not more than 50%</p> <p><input type="checkbox"/> 2b) more than 50% but less than 75%</p> <p><input type="checkbox"/> 2c) 75% or more</p>	<p><b>Ownership of voting rights</b></p> <p><input type="checkbox"/> 2a</p> <p><input type="checkbox"/> 2b</p> <p><input type="checkbox"/> 2c</p>	<p>/ /</p>
<p><input type="checkbox"/> 3 the trustees of that trust (in their capacity as such) hold the right, directly or indirectly, to appoint or remove a majority of the board of directors of the company</p>	<p><b>Ownership of right to appoint/ remove directors</b></p> <p><input type="checkbox"/> 3</p>	<p>/ /</p>
<p><input type="checkbox"/> 4 the trustees of that trust (in their capacity as such) have the right to exercise, or actually exercise, significant influence or control over the company</p>	<p><b>Significant influence or control</b></p> <p><input type="checkbox"/> 4</p>	<p>/ /</p>

CS01 - continuation page  
Confirmation statement

F1

### Individual PSC particulars

### Individual's details

1) Current		2) Previous		Date of change	
Title*	Mrs			/	/
Full forename(s)	Gwendoline Joan			/	/
Surname	McCarthy			/	/
Country/State of residence	England			/	/
Nationality	British			/	/
Month/year of birth	<div> <div>X</div> <div>X</div> <div>0</div> <div>5</div> <div>1</div> <div>9</div> <div>4</div> <div>5</div> </div>	<div> <div>X</div> <div>X</div> <div></div> <div></div> <div></div> <div></div> <div></div> <div></div> </div>	/	/	

**Individual's service address**

Please complete the individual's service address below. You must also complete the individual's usual residential address in **Section F2**.

1) Current		2) Previous		Date of change
Building name/ number	Squalls Estate			/ /
Street	Squalls Lane Tisbury			
Post town	Salisbury			
County/Region	Wiltshire			
Postcode	<div>S</div> <div>P</div> <div>3</div> <div></div> <div>6</div> <div>R</div> <div>X</div> <div></div>	<div></div> <div></div> <div></div> <div></div> <div></div> <div></div> <div></div> <div></div>		
Country	England			

Date that this person became registrable (this cannot be before 06/04/2016)	Date (if applicable) that this person ceased to be registrable
<div> <div>d0</div> <div>d6</div> <div>m0</div> <div>m4</div> <div>y2</div> <div>y0</div> <div>y1</div> <div>y6</div> </div>	<div> <div>d</div> <div>d</div> <div>m</div> <div>m</div> <div>y</div> <div>y</div> <div>y</div> <div>y</div> </div>

CS01 - continuation page  
Confirmation statement

F3

Individual PSC nature of control

1) Current (as at the confirmation statement date)	2) Previous	Date of change
<b>Ownership of shares</b>  1 The individual holds, directly or indirectly, the following percentage of shares in the company (tick only one)  <input type="checkbox"/> 1a) more than 25% but not more than 50% <input type="checkbox"/> 1b) more than 50% but less than 75% <input checked="" type="checkbox"/> 1c) 75% or more	<b>Ownership of shares</b>  <input type="checkbox"/> 1a <input type="checkbox"/> 1b <input type="checkbox"/> 1c	/ /
<b>Ownership of voting rights</b>  2 The individual holds, directly or indirectly, the following percentage of voting rights in the company (tick only one)  <input type="checkbox"/> 2a) more than 25% but not more than 50% <input type="checkbox"/> 2b) more than 50% but less than 75% <input type="checkbox"/> 2c) 75% or more	<b>Ownership of voting rights</b>  <input type="checkbox"/> 2a <input type="checkbox"/> 2b <input type="checkbox"/> 2c	/ /
<b>Ownership of right to appoint/ remove directors</b>  <input type="checkbox"/> 3 The individual holds, directly or indirectly, the right to appoint or remove a majority of the board of directors of the company	<b>Ownership of right to appoint/ remove directors</b>  <input type="checkbox"/> 3	/ /

Only complete the section below if none of the above apply

1) Current	2) Previous	Date of change
<input type="checkbox"/> The individual has the right to exercise, or actually exercises, significant influence or control over the company	<input type="checkbox"/> The individual has the right to exercise, or actually exercises, significant influence or control over the company	/ /

CS01 - continuation page  
Confirmation statement

**F4**

**Nature of control by a firm over which the individual has significant control**

**The individual**

has the right to exercise or actually exercises significant influence or control over the activities of a firm that is not a legal person under its governing law, and

1) Current	2) Previous	Date of change
<p>1 the members of that firm (in their capacity as such) hold, directly or indirectly, the following percentage of shares in the company (tick only one)</p> <p><input type="checkbox"/> 1a) more than 25% but not more than 50%</p> <p><input type="checkbox"/> 1b) more than 50% but less than 75%</p> <p><input type="checkbox"/> 1c) 75% or more</p>	<p><b>Ownership of shares</b></p> <p><input type="checkbox"/> 1a</p> <p><input type="checkbox"/> 1b</p> <p><input type="checkbox"/> 1c</p>	<p>/ /</p>
<p>2 the members of that firm (in their capacity as such) hold, directly or indirectly, the following percentage of voting rights in the company (tick only one)</p> <p><input type="checkbox"/> 2a) more than 25% but not more than 50%</p> <p><input type="checkbox"/> 2b) more than 50% but less than 75%</p> <p><input type="checkbox"/> 2c) 75% or more</p>	<p><b>Ownership of voting rights</b></p> <p><input type="checkbox"/> 2a</p> <p><input type="checkbox"/> 2b</p> <p><input type="checkbox"/> 2c</p>	<p>/ /</p>
<p><input type="checkbox"/> 3 the members of that firm (in their capacity as such) hold the right, directly or indirectly, to appoint or remove a majority of the board of directors of the company</p>	<p><b>Ownership of right to appoint/ remove directors</b></p> <p><input type="checkbox"/> 3</p>	<p>/ /</p>
<p><input type="checkbox"/> 4 the members of that firm (in their capacity as such) have the right to exercise, or actually exercise, significant influence or control over the company</p>	<p><b>Significant influence or control</b></p> <p><input type="checkbox"/> 4</p>	<p>/ /</p>

CS01 - continuation page  
Confirmation statement

**F5**

**Nature of control by a trust over which the individual has significant control**

**The individual**

has the right to exercise or actually exercises significant influence or control over the activities of a trust and

1) Current	2) Previous	Date of change
<p>1 the trustees of that trust (in their capacity as such) hold, directly or indirectly, the following percentage of shares in the company (tick only one)</p> <p><input type="checkbox"/> 1a) more than 25% but not more than 50%</p> <p><input type="checkbox"/> 1b) more than 50% but less than 75%</p> <p><input type="checkbox"/> 1c) 75% or more</p>	<p><b>Ownership of shares</b></p> <p><input type="checkbox"/> 1a</p> <p><input type="checkbox"/> 1b</p> <p><input type="checkbox"/> 1c</p>	<p>/ /</p>
<p>2 the trustees of that trust (in their capacity as such) hold, directly or indirectly, the following percentage of voting rights in the company (tick only one)</p> <p><input type="checkbox"/> 2a) more than 25% but not more than 50%</p> <p><input type="checkbox"/> 2b) more than 50% but less than 75%</p> <p><input type="checkbox"/> 2c) 75% or more</p>	<p><b>Ownership of voting rights</b></p> <p><input type="checkbox"/> 2a</p> <p><input type="checkbox"/> 2b</p> <p><input type="checkbox"/> 2c</p>	<p>/ /</p>
<p><input type="checkbox"/> 3 the trustees of that trust (in their capacity as such) hold the right, directly or indirectly, to appoint or remove a majority of the board of directors of the company</p>	<p><b>Ownership of right to appoint/ remove directors</b></p> <p><input type="checkbox"/> 3</p>	<p>/ /</p>
<p><input type="checkbox"/> 4 the trustees of that trust (in their capacity as such) have the right to exercise, or actually exercise, significant influence or control over the company</p>	<p><b>Significant influence or control</b></p> <p><input type="checkbox"/> 4</p>	<p>/ /</p>

# CS01 - continuation page

Confirmation statement

**F1**

## Individual PSC particulars

### Individual's details

1) Current		2) Previous	Date of change
Title*	Mr		/ /
Full forename(s)	Spencer John		/ /
Surname	McCarthy		/ /
Country/State of residence	England		/ /
Nationality	British		/ /
Month/year of birth	X X m m y y y y y y	X X m m y y y y y y	/ /

### Individual's service address

Please complete the individual's service address below. You must also complete the individual's usual residential address in **Section F2**.

1) Current		2) Previous	Date of change
Building name/number	Millstream House		/ /
Street	Parkside		
Post town	Ringwood		
County/Region	Hampshire		
Postcode	B H 2 4 3 S G		
Country	England		

Date that this person became registrable (this cannot be before 06/04/2016)	Date (if applicable) that this person ceased to be registrable
d d m m y y y y y y	d d m m y y y y y y

CS01 - continuation page  
Confirmation statement

F3

Individual PSC nature of control

1) Current (as at the confirmation statement date)	2) Previous	Date of change
<b>Ownership of shares</b>  1 The individual holds, directly or indirectly, the following percentage of shares in the company (tick only one)  <input type="checkbox"/> 1a) more than 25% but not more than 50% <input type="checkbox"/> 1b) more than 50% but less than 75% <input type="checkbox"/> 1c) 75% or more	<b>Ownership of shares</b>  <input type="checkbox"/> 1a <input type="checkbox"/> 1b <input type="checkbox"/> 1c	/ /
<b>Ownership of voting rights</b>  2 The individual holds, directly or indirectly, the following percentage of voting rights in the company (tick only one)  <input checked="" type="checkbox"/> 2a) more than 25% but not more than 50% <input type="checkbox"/> 2b) more than 50% but less than 75% <input type="checkbox"/> 2c) 75% or more	<b>Ownership of voting rights</b>  <input type="checkbox"/> 2a <input type="checkbox"/> 2b <input type="checkbox"/> 2c	/ /
<b>Ownership of right to appoint/ remove directors</b>  <input type="checkbox"/> 3 The individual holds, directly or indirectly, the right to appoint or remove a majority of the board of directors of the company	<b>Ownership of right to appoint/ remove directors</b>  <input type="checkbox"/> 3	/ /

Only complete the section below if none of the above apply

1) Current	2) Previous	Date of change
<input type="checkbox"/> The individual has the right to exercise, or actually exercises, significant influence or control over the company	<input type="checkbox"/> The individual has the right to exercise, or actually exercises, significant influence or control over the company	/ /

# CS01 - continuation page

Confirmation statement

**F4**

## Nature of control by a firm over which the individual has significant control

### The individual

has the right to exercise or actually exercises significant influence or control over the activities of a firm that is not a legal person under its governing law, and

1) Current	2) Previous	Date of change
<p>1 the members of that firm (in their capacity as such) hold, directly or indirectly, the following percentage of shares in the company (tick only one)</p> <p><input type="checkbox"/> 1a) more than 25% but not more than 50%</p> <p><input type="checkbox"/> 1b) more than 50% but less than 75%</p> <p><input type="checkbox"/> 1c) 75% or more</p>	<p><b>Ownership of shares</b></p> <p><input type="checkbox"/> 1a</p> <p><input type="checkbox"/> 1b</p> <p><input type="checkbox"/> 1c</p>	<p>/ /</p>
<p>2 the members of that firm (in their capacity as such) hold, directly or indirectly, the following percentage of voting rights in the company (tick only one)</p> <p><input type="checkbox"/> 2a) more than 25% but not more than 50%</p> <p><input type="checkbox"/> 2b) more than 50% but less than 75%</p> <p><input type="checkbox"/> 2c) 75% or more</p>	<p><b>Ownership of voting rights</b></p> <p><input type="checkbox"/> 2a</p> <p><input type="checkbox"/> 2b</p> <p><input type="checkbox"/> 2c</p>	<p>/ /</p>
<p><input type="checkbox"/> 3 the members of that firm (in their capacity as such) hold the right, directly or indirectly, to appoint or remove a majority of the board of directors of the company</p>	<p><b>Ownership of right to appoint/ remove directors</b></p> <p><input type="checkbox"/> 3</p>	<p>/ /</p>
<p><input type="checkbox"/> 4 the members of that firm (in their capacity as such) have the right to exercise, or actually exercise, significant influence or control over the company</p>	<p><b>Significant influence or control</b></p> <p><input type="checkbox"/> 4</p>	<p>/ /</p>

CS01 - continuation page  
Confirmation statement

**F5**

**Nature of control by a trust over which the individual has significant control**

**The individual**

has the right to exercise or actually exercises significant influence or control over the activities of a trust and

1) Current	2) Previous	Date of change
<p>1 the trustees of that trust (in their capacity as such) hold, directly or indirectly, the following percentage of shares in the company (tick only one)</p> <p><input type="checkbox"/> 1a) more than 25% but not more than 50%</p> <p><input type="checkbox"/> 1b) more than 50% but less than 75%</p> <p><input type="checkbox"/> 1c) 75% or more</p>	<p><b>Ownership of shares</b></p> <p><input type="checkbox"/> 1a</p> <p><input type="checkbox"/> 1b</p> <p><input type="checkbox"/> 1c</p>	<p>/ /</p>
<p>2 the trustees of that trust (in their capacity as such) hold, directly or indirectly, the following percentage of voting rights in the company (tick only one)</p> <p><input type="checkbox"/> 2a) more than 25% but not more than 50%</p> <p><input type="checkbox"/> 2b) more than 50% but less than 75%</p> <p><input type="checkbox"/> 2c) 75% or more</p>	<p><b>Ownership of voting rights</b></p> <p><input type="checkbox"/> 2a</p> <p><input type="checkbox"/> 2b</p> <p><input type="checkbox"/> 2c</p>	<p>/ /</p>
<p><input type="checkbox"/> 3 the trustees of that trust (in their capacity as such) hold the right, directly or indirectly, to appoint or remove a majority of the board of directors of the company</p>	<p><b>Ownership of right to appoint/ remove directors</b></p> <p><input type="checkbox"/> 3</p>	<p>/ /</p>
<p><input type="checkbox"/> 4 the trustees of that trust (in their capacity as such) have the right to exercise, or actually exercise, significant influence or control over the company</p>	<p><b>Significant influence or control</b></p> <p><input type="checkbox"/> 4</p>	<p>/ /</p>

# CS01 - continuation page

Confirmation statement

**F1**

## Individual PSC particulars

### Individual's details

1) Current		2) Previous	Date of change
Title*	Mr		/ /
Full forename(s)	Clinton James		/ /
Surname	McCarthy		/ /
Country/State of residence	England		/ /
Nationality	British		/ /
Month/year of birth	X X m1 m0 y1 y9 y6 y4	X X m m y y y y	/ /

### Individual's service address

Please complete the individual's service address below. You must also complete the individual's usual residential address in **Section F2**

1) Current		2) Previous	Date of change
Building name/number	Milstream House		/ /
Street	Parkside		
Post town	Ringwood		
County/Region	Hampshire		
Postcode	B H 2 4 3 S G		
Country	England		

Date that this person became registrable (this cannot be before 06/04/2016)	Date (if applicable) that this person ceased to be registrable
d0 d6 m0 m4 y2 y0 y1 y6	d d m m y y y y

CS01 - continuation page  
Confirmation statement

F3

Individual PSC nature of control

1) Current (as at the confirmation statement date)	2) Previous	Date of change
<b>Ownership of shares</b>  1 The individual holds, directly or indirectly, the following percentage of shares in the company (tick only one)  <input type="checkbox"/> 1a) more than 25% but not more than 50% <input type="checkbox"/> 1b) more than 50% but less than 75% <input type="checkbox"/> 1c) 75% or more	<b>Ownership of shares</b>  <input type="checkbox"/> 1a <input type="checkbox"/> 1b <input type="checkbox"/> 1c	/ /
<b>Ownership of voting rights</b>  2 The individual holds, directly or indirectly, the following percentage of voting rights in the company (tick only one)  <input checked="" type="checkbox"/> 2a) more than 25% but not more than 50% <input type="checkbox"/> 2b) more than 50% but less than 75% <input type="checkbox"/> 2c) 75% or more	<b>Ownership of voting rights</b>  <input type="checkbox"/> 2a <input type="checkbox"/> 2b <input type="checkbox"/> 2c	/ /
<b>Ownership of right to appoint/ remove directors</b>  <input type="checkbox"/> 3 The individual holds, directly or indirectly, the right to appoint or remove a majority of the board of directors of the company	<b>Ownership of right to appoint/ remove directors</b>  <input type="checkbox"/> 3	/ /

Only complete the section below if none of the above apply

1) Current	2) Previous	Date of change
<input type="checkbox"/> The individual has the right to exercise, or actually exercises, significant influence or control over the company	<input type="checkbox"/> The individual has the right to exercise, or actually exercises, significant influence or control over the company	/ /

# CS01 - continuation page

Confirmation statement

**F4**

## Nature of control by a firm over which the individual has significant control

### The individual

has the right to exercise or actually exercises significant influence or control over the activities of a firm that is not a legal person under its governing law, and

1) Current	2) Previous	Date of change
<p>1 the members of that firm (in their capacity as such) hold, directly or indirectly, the following percentage of shares in the company (tick only one)</p> <p><input type="checkbox"/> 1a) more than 25% but not more than 50%</p> <p><input type="checkbox"/> 1b) more than 50% but less than 75%</p> <p><input type="checkbox"/> 1c) 75% or more</p>	<p><b>Ownership of shares</b></p> <p><input type="checkbox"/> 1a</p> <p><input type="checkbox"/> 1b</p> <p><input type="checkbox"/> 1c</p>	<p>/ /</p>
<p>2 the members of that firm (in their capacity as such) hold, directly or indirectly, the following percentage of voting rights in the company (tick only one)</p> <p><input type="checkbox"/> 2a) more than 25% but not more than 50%</p> <p><input type="checkbox"/> 2b) more than 50% but less than 75%</p> <p><input type="checkbox"/> 2c) 75% or more</p>	<p><b>Ownership of voting rights</b></p> <p><input type="checkbox"/> 2a</p> <p><input type="checkbox"/> 2b</p> <p><input type="checkbox"/> 2c</p>	<p>/ /</p>
<p><input type="checkbox"/> 3 the members of that firm (in their capacity as such) hold the right, directly or indirectly, to appoint or remove a majority of the board of directors of the company</p>	<p><b>Ownership of right to appoint/remove directors</b></p> <p><input type="checkbox"/> 3</p>	<p>/ /</p>
<p><input type="checkbox"/> 4 the members of that firm (in their capacity as such) have the right to exercise, or actually exercise, significant influence or control over the company</p>	<p><b>Significant influence or control</b></p> <p><input type="checkbox"/> 4</p>	<p>/ /</p>

CS01 - continuation page  
Confirmation statement

F5

**Nature of control by a trust over which the individual has significant control**

**The individual**

has the right to exercise or actually exercises significant influence or control over the activities of a trust and

1) Current	2) Previous	Date of change
<p>1 the trustees of that trust (in their capacity as such) hold, directly or indirectly, the following percentage of shares in the company (tick only one)</p> <p><input type="checkbox"/> 1a) more than 25% but not more than 50%</p> <p><input type="checkbox"/> 1b) more than 50% but less than 75%</p> <p><input type="checkbox"/> 1c) 75% or more</p>	<p><b>Ownership of shares</b></p> <p><input type="checkbox"/> 1a</p> <p><input type="checkbox"/> 1b</p> <p><input type="checkbox"/> 1c</p>	/ /
<p>2 the trustees of that trust (in their capacity as such) hold, directly or indirectly, the following percentage of voting rights in the company (tick only one)</p> <p><input type="checkbox"/> 2a) more than 25% but not more than 50%</p> <p><input type="checkbox"/> 2b) more than 50% but less than 75%</p> <p><input type="checkbox"/> 2c) 75% or more</p>	<p><b>Ownership of voting rights</b></p> <p><input type="checkbox"/> 2a</p> <p><input type="checkbox"/> 2b</p> <p><input type="checkbox"/> 2c</p>	/ /
<p><input type="checkbox"/> 3 the trustees of that trust (in their capacity as such) hold the right, directly or indirectly, to appoint or remove a majority of the board of directors of the company</p>	<p><b>Ownership of right to appoint/ remove directors</b></p> <p><input type="checkbox"/> 3</p>	/ /
<p><input type="checkbox"/> 4 the trustees of that trust (in their capacity as such) have the right to exercise, or actually exercise, significant influence or control over the company</p>	<p><b>Significant influence or control</b></p> <p><input type="checkbox"/> 4</p>	/ /

# CS01 - continuation page

## Confirmation statement

**B2**

### Prescribed particulars

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 B1**.

Class of share

Ordinary (1 of 4)

Prescribed particulars

**1**

**VOTING** The holders of the ordinary shares of £1 00 each in the capital of the Company (the "Ordinary Shares") are entitled to attend, speak and vote (either on a show of hands or on a poll) at a general meeting

#### DIVIDENDS AND DISTRIBUTION

(a) The profits of the Company in respect of any financial year shall be applied

(i) First, in paying to the holders of the A1 redeemable preference shares of £0 9995 each in the capital of the Company (the "A1 Tracker Shares") and the B1 redeemable preference shares of £0 9995 each in the capital of the Company (the "B1 Tracker Shares") (pari passu as if the same constituted one class of share) a preferential dividend (the "A1/B1 Tracker Dividend") of such amount per annum as is equal to 0 0100050025 of the capital for the time being paid up or credited as paid up thereon (including any premium) to be paid half yearly on 1 June and 1 December each year, and on redemption of any A1 Tracker Shares or B1 Tracker Shares in respect of such A1 Tracker Shares or B1 Tracker Shares so redeemed. Such dividends shall rank for payment in priority to the payment of any dividend on any other class of Shares

(ii) Second, in paying to the holders of the A2 redeemable preference shares of £0 0005 each in the capital of the Company (the "A2 Tracker Shares") and the B2 redeemable preference shares of £0 0005 each in the capital of the Company (the "B2 Tracker Shares") (pari passu as if the same constituted one class of share) a preferential dividend (the "A2/B2 Tracker Dividend") of such amount per annum as is equal to  $(X \times 2,000)$  of the capital for the time being paid up or credited as paid up thereon (including any premium) where

$X$  = the difference between the Bank of England base rate from time to time (calculated on a daily basis) (expressed as a percentage) and 1 5% provided that if the Bank of England base rate as aforesaid is equal to or less than 1 5%,  $X = 0$

to be paid half yearly on 1 June and 1 December each year, and on redemption of any A2 Tracker Shares or B2 Tracker Shares. Such dividends shall rank for payment in priority to the payment of any dividend on any other class of Shares except an A1/B1 Tracker Dividend

(iii) Third, in paying to the holders of the Preference Shares a preferential dividend (the "Preference Dividend") of such amount per annum as is equal to 5 5% (*five and one half per cent*) on the capital for the time being paid up or credited as paid up thereon (including any premium) to be paid half yearly on 1 June and 1 December each year, and on redemption of any Preference Shares in respect of such Preference Shares so redeemed. Such dividends shall rank for payment in priority to the payment of any dividend on any other class of Shares except a Tracker Dividend

(iv) Fourth, in paying to the holders of the Ordinary Shares such dividend (the "Ordinary Dividend") as the Directors shall determine, but only to the extent that there are profits available for distribution. Any Ordinary Dividend shall be paid not later than six months after the end of the relevant accounting period or within twenty eight days after the audit report on the accounts of the Company for the period is signed by the Company's auditors, whichever is earlier

#### **1 Prescribed particulars of rights attached to shares**

The particulars are

- particulars of any voting rights, including rights that arise only in certain circumstances,
- particulars of any rights, as respects dividends, to participate in a distribution,
- particulars of any rights, as respects capital, to participate in a distribution (including on winding up), and
- whether the shares are to be redeemed or are liable to be redeemed at the option of the company or the shareholder

A separate table must be used for each class of share

CS01 - continuation page  
Confirmation statement

B2

Prescribed particulars

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 B1**

Class of share	Ordinary (2 of 4)
Prescribed particulars 1	<p>(v) Fifth, in paying to the holders of the C1 convertible redeemable growth shares of £1.00 each (the "C1 Growth Shares") such dividend (the "Growth Dividend") as the Directors shall determine but with and subject to the written consent of the holders of 75% or more of the total number of Ordinary Shares in issue from time to time ("Majority Shareholder Consent") and only to the extent that there are profits available for distribution. Any Growth Dividend shall be paid not later than six months after the end of the relevant accounting period or within twenty eight days after the audit report on the accounts of the Company for the period is signed by the Company's auditors, whichever is earlier.</p> <p>(b) No Ordinary Dividend or Growth Dividend shall be paid in respect of any financial year of the Company unless</p> <p>(i) all Tracker Dividends and all Preference Dividends in respect of that financial year have been paid in full or waived, and</p> <p>(ii) all Tracker Shares and all Preference Shares which have fallen due for redemption have been redeemed, and</p> <p>(iii) there are no arrears of any other dividends, and</p> <p>(iv) there are no debts due but unpaid (and not waived) in respect of any current or prior financial years of the Company, in respect of any of the Tracker Shares or the Preference Shares, and in particular and without prejudice to the generality of the foregoing, any debts arising under paragraph (e) relating to Dividends and Distributions.</p> <p>(c) Every dividend shall be distributed to the appropriate shareholders pro rata according to the amounts paid up or credited as paid up on the shares held by them respectively. All dividends are expressed net and shall be paid in cash.</p> <p>(d) Each of the A1/B1 Tracker Dividend and A2/B2 Tracker Dividend (together the "Tracker Dividend") and the Preference Dividend shall accrue on a daily basis and shall be cumulative.</p> <p>(e) Unless the Company has insufficient profits available for distribution and the Company is thereby prohibited from paying a Tracker Dividend or a Preference Dividend by the Act, each of the Tracker Dividend and the Preference Dividend shall be paid immediately on their respective due dates. Such payment shall be made notwithstanding Articles 70 to 77 inclusive of the Model Articles or any other provision of these Articles, and in particular notwithstanding that there has not been a resolution of the Company in general meeting. If they are not paid on such due dates they shall be a debt due by the Company and shall be payable in priority to any other dividend.</p> <p>(f) The Company shall procure that each of its subsidiaries which has profits available for distribution shall from time to time and to the extent that it may lawfully do so declare and pay to the Company such dividends as are necessary to permit lawful and prompt payment by the Company of all and any Tracker Dividend or Preference Dividend or any redemption monies or debts due on or in respect of the Tracker Shares or Preference Shares.</p>

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.

A separate table must be used for each class of share

# CS01 - continuation page

Confirmation statement

**B2**

## Prescribed particulars

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 B1**.

Class of share

Ordinary (3 of 4)

Prescribed particulars

**1**

**CAPITAL** On a return of assets on liquidation or capital reduction or otherwise (except upon the redemption of shares of any class or the purchase by the Company of its own shares) (a "**Return of Capital**"), the assets of the Company remaining after the payment of its liabilities shall be applied (to the extent that the Company is lawfully able to do so) in the following order of priority

(a) first, in paying to

(i) the holders of the A1 Tracker Shares and the B1 Tracker Shares (par passu as if the same constituted one class of share) the par value of the A1 Tracker Shares and/or the B1 Tracker Shares held by them respectively together with a sum equal to any arrears, deficiency or accruals of any A1/B1 Tracker Dividend, or any debts arising under paragraph (e) relating to Dividends and Distributions in respect of the A1 Tracker Shares and/or B1 Tracker Shares,

(ii) the holders of the A2 Tracker Shares such amount as shall be equal to

a the par value of the A2 Tracker Shares held by them,

b a premium amounting to the aggregate of 10% (ten per cent) of such amount as shall be equal to 2,000 multiplied by the par value of the A2 Tracker Shares, and

c additional interest at the rate of 2% (two per cent) per annum accruing on a daily basis commencing 30 November 2012, such interest being payable on such amount as shall be equal to 2,000 multiplied by the par value of the A2 Tracker Shares,

together with a sum equal to any arrears, deficiency or accruals of any A2/B2 Tracker Dividend, or any debts arising under paragraph (e) relating to Dividends and Distributions in respect of the A2 Tracker Shares calculated down to the date of the Return of Capital,

(iii) the holders of the B2 Tracker Shares such amount as shall be equal to the par value of the B2 tracker Shares held by them together with a sum equal to any arrears, deficiency or accruals of any A2/B2 Tracker Dividend, or any debts arising under paragraph (e) relating to Dividends and Distributions in respect of the B2 Tracker Shares calculated down to the date of the Return of Capital,

(b) second, in paying to the holders of the Preference Shares the par value of the Preference Shares held by them together with a sum equal to any arrears, deficiency, or accruals of the Preference Dividend, or any debts arising under paragraph (e) relating to Dividends and Distributions, calculated down to the date of the Return of Capital,

(c) third, in paying to the holders of the Ordinary Shares from the balance of the assets of the Company remaining after (a) the payment of its liabilities and (b) the payments referred to in Articles 9 2(a) and (b) of the Company's articles of association (the "**Relevant Return of Capital Balance**") an amount determined as such by Majority Shareholder Consent prior to the issue of any C1 Growth Shares (the "**C1 Hurdle Amount**"), in proportion to the number of Ordinary Shares held by each Ordinary Shareholder,

### **1 Prescribed particulars of rights attached to shares**

The particulars are

- particulars of any voting rights, including rights that arise only in certain circumstances,
- particulars of any rights, as respects dividends, to participate in a distribution,
- particulars of any rights, as respects capital, to participate in a distribution (including on winding up), and
- whether the shares are to be redeemed or are liable to be redeemed at the option of the company or the shareholder

A separate table must be used for each class of share

# CS01 - continuation page

Confirmation statement

**B2**

## Prescribed particulars

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 B1**.

Class of share

Ordinary (4 of 4)

Prescribed particulars

**1**

- (d) fourth, in paying to the C1 Growth Shareholders, the value attributable to the C1 Growth Shares (as a class) in respect of a Return of Capital by application of the following formula

$$\frac{N}{55,555} \times V \times 10\%$$

where

N = the number of C4 Growth Shares in issue immediately prior to the date of the Return of Capital, and

V = the Relevant Return of Capital Balance *LESS* the C4 Hurdle Amount except that V shall not be less than zero (the "C1 Return of Capital Value").

in proportion to the number of C1 Growth Shares held by each C1 Growth Shareholder

- (e) fifth, in paying to the Ordinary Shareholders an amount equal to the balance of such assets in proportion to the number of Ordinary Shares held by each Ordinary Shareholder until an amount equal to £100 million in respect of each Ordinary Share in issue has been distributed,
- (f) sixth, in paying the amounts paid up on each Deferred Share after repayment of £100 million per Ordinary Share, and
- (g) seventh, in paying to the Ordinary Shareholders an amount equal to the balance of such assets in proportion to the number of Ordinary Shares held by each Ordinary Shareholder

**REDEMPTION** The Ordinary Shares are not redeemable

### **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

A separate table must be used for each class of share

# CS01 - continuation page

## Confirmation statement

**B2**

### Prescribed particulars

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 B1**.

Class of share

Redeemable Preference (1 of 9)

Prescribed particulars

**1**

**VOTING** Neither the A1 redeemable preference shares of £0 9995 each in the capital of the Company (the "A1 Tracker Shares") nor the A2 redeemable preference shares of £0 0005 each in the capital of the Company (the "A2 Tracker Shares") (together the "A Tracker Shares") nor the B1 redeemable preference shares of £0 9995 each in the capital of the Company (the "B1 Tracker Shares") nor the B2 redeemable preference shares of £0 0005 each in the capital of the Company (the "B2 Tracker Shares") (together the "B Tracker Shares") (the A1 Tracker Shares, A2 Tracker Shares, B1 Tracker Shares and B2 Tracker Shares together the "Tracker Shares") nor the redeemable preference shares of £1 each in the capital of the Company ("the Preference Shares") nor the C1 convertible redeemable growth shares of £1 each in the capital of the Company (the "Growth Shares") shall confer on their holders any rights to receive notice of or to be present and speak at any general meeting of the Company or any voting rights

#### DIVIDENDS AND DISTRIBUTION

(a) The profits of the Company in respect of any financial year shall be applied

(i) First, in paying to the holders of the A1 Tracker Shares and the B1 Tracker Shares (pari passu as if the same constituted one class of share) a preferential dividend (the "A1/B1 Tracker Dividend") of such amount per annum as is equal to 0 0100050025 of the capital for the time being paid up or credited as paid up thereon (including any premium) to be paid half yearly on 1 June and 1 December each year, and on redemption of any A1 Tracker Shares or B1 Tracker Shares so redeemed. Such dividends shall rank for payment in priority to the payment of any dividend on any other class of Shares

(ii) Second, in paying to the holders of the A2 Tracker Shares and the B2 Tracker Shares (pari passu as if the same constituted one class of share) a preferential dividend (the "A2/B2 Tracker Dividend") of such amount per annum as is equal to  $(X \times 2,000)$  of the capital for the time being paid up or credited as paid up thereon (including any premium) where

$X$  = the difference between the Bank of England base rate from time to time (calculated on a daily basis) (expressed as a percentage) and 1 5% provided that if the Bank of England base rate as aforesaid is equal to or less than 1 5%,  $X = 0$

to be paid half yearly on 1 June and 1 December each year, and on redemption of any A2 Tracker Shares or B2 Tracker Shares. Such dividends shall rank for payment in priority to the payment of any dividend on any other class of Shares except an A1/B1 Tracker Dividend

(iii) Third, in paying to the holders of the Preference Shares a preferential dividend (the "Preference Dividend") of such amount per annum as is equal to 5 5% (five and one half per cent) on the capital for the time being paid up or credited as paid up thereon (including any premium) to be paid half yearly on 1 June and 1 December each year, and on redemption of any Preference Shares in respect of such Preference Shares so redeemed. Such dividends shall rank for payment in priority to the payment of any dividend on any other class of Shares except a Tracker Dividend

#### **1 Prescribed particulars of rights attached to shares**

The particulars are

- particulars of any voting rights, including rights that arise only in certain circumstances,
- particulars of any rights, as respects dividends, to participate in a distribution,
- particulars of any rights, as respects capital, to participate in a distribution (including on winding up), and
- whether the shares are to be redeemed or are liable to be redeemed at the option of the company or the shareholder

A separate table must be used for each class of share

# CS01 - continuation page

Confirmation statement

**B2**

## Prescribed particulars

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 B1**

Class of share

Redeemable Preference (2 of 9)

Prescribed particulars

**1**

- (iv) Fourth, in paying to the holders of the Ordinary Shares such dividend (the "**Ordinary Dividend**") as the Directors shall determine, but only to the extent that there are profits available for distribution. Any Ordinary Dividend shall be paid not later than six months after the end of the relevant accounting period or within twenty eight days after the audit report on the accounts of the Company for the period is signed by the Company's auditors, whichever is earlier
- (v) Fifth, in paying to the holders of the Growth Shares such dividend (the "**Growth Dividend**") as the Directors shall determine but with and subject to the written consent of the holders of 75% or more of the total number of Ordinary Shares in issue from time to time ("**Majority Shareholder Consent**") and only to the extent that there are profits available for distribution. Any Growth Dividend shall be paid not later than six months after the end of the relevant accounting period or within twenty eight days after the audit report on the accounts of the Company for the period is signed by the Company's auditors, whichever is earlier
- (b) No Ordinary Dividend or Growth Dividend shall be paid in respect of any financial year of the Company unless
  - (i) all Tracker Dividends and all Preference Dividends in respect of that financial year have been paid in full or waived, and
  - (ii) all Tracker Shares and all Preference Shares which have fallen due for redemption have been redeemed, and
  - (iii) there are no arrears of any other dividends, and
  - (iv) there are no debts due but unpaid (and not waived) in respect of any current or prior financial years of the Company, in respect of any of the Tracker Shares or the Preference Shares, and in particular and without prejudice to the generality of the foregoing, any debts arising under paragraph (e) relating to Dividends and Distributions
- (c) Every dividend shall be distributed to the appropriate shareholders pro rata according to the amounts paid up or credited as paid up on the shares held by them respectively. All dividends are expressed net and shall be paid in cash
- (d) Each of the A1/B1 Tracker Dividend and A2/B2 Tracker Dividend (together the "**Tracker Dividend**") and the Preference Dividend shall accrue on a daily basis and shall be cumulative
- (e) Unless the Company has insufficient profits available for distribution and the Company is thereby prohibited from paying a Tracker Dividend or a Preference Dividend by the Act, each of the Tracker Dividend and the Preference Dividend shall be paid immediately on their respective due dates. Such payment shall be made notwithstanding Articles 70 to 77 inclusive of the Model Articles or any other provision of these Articles, and in particular notwithstanding that there has not been a resolution of the Company in general meeting. If they are not paid on such due dates they shall be a debt due by the Company and shall be payable in priority to any other dividend

### **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

A separate table must be used for each class of share

# CS01 - continuation page

## Confirmation statement

**B2**

### Prescribed particulars

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 B1**

Class of share

Redeemable Preference (3 of 9)

Prescribed particulars

**1**

- (f) The Company shall procure that each of its subsidiaries which has profits available for distribution shall from time to time and to the extent that it may lawfully do so declare and pay to the Company such dividends as are necessary to permit lawful and prompt payment by the Company of all and any Tracker Dividend or Preference Dividend or any redemption monies or debts due on or in respect of the Tracker Shares or Preference Shares

**CAPITAL** On a return of assets on liquidation or capital reduction or otherwise (except upon the redemption of shares of any class or the purchase by the Company of its own shares) (a "Return of Capital"), the assets of the Company remaining after the payment of its liabilities shall be applied (to the extent that the Company is lawfully able to do so) in the following order of priority

(a) first, in paying to

- (i) the holders of the A1 Tracker Shares and the B1 Tracker Shares (par passu as if the same constituted one class of share) the par value of the A1 Tracker Shares and/or the B1 Tracker Shares held by them respectively together with a sum equal to any arrears, deficiency or accruals of any A1/B1 Tracker Dividend, or any debts arising under paragraph (e) relating to Dividends and Distributions in respect of the A1 Tracker Shares and/or B1 Tracker Shares,

- (ii) the holders of the A2 Tracker Shares such amount as shall be equal to

- a the par value of the A2 Tracker Shares held by them,
- b a premium amounting to the aggregate of 10% (ten per cent) of such amount as shall be equal to 2,000 multiplied by the par value of the A2 Tracker Shares, and
- c additional interest at the rate of 2% (two per cent) per annum accruing on a daily basis commencing 30 November 2012, such interest being payable on such amount as shall be equal to 2,000 multiplied by the par value of the A2 Tracker Shares,

together with a sum equal to any arrears, deficiency or accruals of any A2/B2 Tracker Dividend, or any debts arising under paragraph (e) relating to Dividends and Distributions in respect of the A2 Tracker Shares calculated down to the date of the return of capital,

- (iii) the holders of the B2 Tracker Shares such amount as shall be equal to the par value of the B2 tracker Shares held by them together with a sum equal to any arrears, deficiency or accruals of any A2/B2 Tracker Dividend, or any debts arising under paragraph (e) relating to Dividends and Distributions in respect of the B2 Tracker Shares calculated down to the date of the Return of Capital,

- (b) second, in paying to the holders of the Preference Shares the par value of the Preference Shares held by them together with a sum equal to any arrears, deficiency, or accruals of the Preference Dividend, or any debts arising under paragraph (e) relating to Dividends and Distributions, calculated down to the date of the Return of Capital,

### **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

A separate table must be used for each class of share

# CS01 - continuation page

Confirmation statement

**B2**

## Prescribed particulars

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 B1**.

Class of share

Redeemable Preference (4 of 9)

Prescribed particulars

1

(c) third, in paying to the holders of the Ordinary Shares, from the balance of the assets of the Company remaining after (a) the payment of its liabilities and (b) making the payments referred to in Articles 9 2(a) and (b) of the Company's articles of association (the "**Relevant Return of Capital Balance**"), an amount determined as such by Majority Shareholder Consent prior to the issue of any C1 Growth Shares (the "**C1 Hurdle Amount**") in proportion to the number of Ordinary Shares held by each Ordinary Shareholder,

(d) fourth, in paying to the C1 Growth Shareholders, the value attributable to the C1 Growth Shares (as a class) in respect of a Return of Capital by application of the following formula

$$\frac{N}{55,555} \times V \times 10\%$$

where

N = the number of C4 Growth Shares in issue immediately prior to the date of the Return of Capital, and

V = the Relevant Return of Capital Balance *LESS* the C4 Hurdle Amount except that V shall not be less than zero (the "**C1 Return of Capital Value**"),

in proportion to the number of C1 Growth Shares held by each C1 Growth Shareholder

(e) fifth, in paying to the Ordinary Shareholders an amount equal to the balance of such assets in proportion to the number of Ordinary Shares held by each Ordinary Shareholder until an amount equal to £100 million in respect of each Ordinary Share in issue has been distributed,

(f) sixth, in paying the amounts paid up on each Deferred Share after repayment of £100 million per Ordinary Share, and

(g) seventh, in paying to the Ordinary Shareholders an amount equal to the balance of such assets in proportion to the number of Ordinary Shares held by each Ordinary Shareholder

**REDEMPTION** A holder or holders of

(i) an A1 Tracker Share or an A2 Tracker Share (as the case may be) shall, subject to the provisions of Part 18 of the Act, have the option, exercisable on, or at any time after

(A) an initial offer for the Company's securities as a result of which those securities are admitted to trading on a Stock Exchange (an "**IPO**"),

(B) the date on which the sale or other disposal of 50% or more of the total voting rights on the Shares is completed (a "**Sale Date**"), or

(C) 1 December 2022,

(ii) a B1 Tracker Share or a B2 Tracker Share (as the case may be) shall, subject to the provisions of Part 18 of the Companies Act 2006 (the "**Act**"), have the option, exercisable at any time,

### 1 Prescribed particulars of rights attached to shares

The particulars are

- particulars of any voting rights, including rights that arise only in certain circumstances,
- particulars of any rights, as respects dividends, to participate in a distribution,
- particulars of any rights, as respects capital, to participate in a distribution (including on winding up), and
- whether the shares are to be redeemed or are liable to be redeemed at the option of the company or the shareholder

A separate table must be used for each class of share

CS01 - continuation page  
Confirmation statement

B2

Prescribed particulars

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 B1**

Class of share

Redeemable Preference (5 of 9)

Prescribed particulars

1

(iii) a Preference Share shall, subject to the provisions of Part 18 of the Act, have the option, exercisable at any time, and

(iv) a Growth Share shall, subject to the provisions of Part 18 of the Act, have the option, exercisable on, or at any time after an IPO,

(in any such case the "Redemption Event Date") to redeem any or all of the A Tracker Shares, B Tracker Shares, Preference Shares or Growth Shares (as the case may be) upon and subject to the following terms and conditions

1 In order to exercise such option

(aa) a holder or holders of an A1 Tracker Share, an A2 Tracker Share, a Preference Share or a Growth Share (as the case may be) shall serve not less than twenty eight (28) days notice in writing, and

(bb) a holder or holders of a B1 Tracker Share or a B2 Tracker Share (as the case may be) shall serve not less than ninety (90) days notice in writing

(in each case, a "Redemption Event Notice") on the Company specifying the number of A Tracker Shares, B Tracker Shares, Preference Shares or Growth Shares (as the case may be) held by such holder or holders to be redeemed and the proposed date of such redemption (which shall be no earlier than twenty eight days after the relevant Redemption Event Date) ("Holder Redemption Date") provided that a Redemption Event Notice may not be served by a Growth Shareholder if a Growth Share Conversion Notice has already been served by such Growth Shareholder or by the Company in accordance with Article 9.7 in respect of the Growth Shares to which such Redemption Event Notice relates and if a Redemption Event Notice has already been served by a Growth Shareholder and a Growth Share Conversion Notice is served subsequently by such Growth Shareholder or by the Company in accordance with Article 9.7, such Redemption Event Notice shall be deemed to have been withdrawn and have no further effect in respect of the Growth Shares to which such Redemption Event Notice relates,

2 The Company shall redeem all of the A Tracker Shares, B Tracker Shares, Preference Shares or Growth Shares (as the case may be) set out in such Redemption Event Notice on or before the Holder Redemption Date (provided they are fully paid) and if, in accordance with Part 18 of the Act, they shall not be capable of being redeemed by the Company as required by the Redemption Event Notice, such redemption shall be effected as soon as is possible after the A Tracker Shares, B Tracker Shares, the Preference Shares or Growth Shares (as the case may be) shall have become capable of being redeemed. In the absence of any contrary agreement between all of the A Tracker Shareholders, B Tracker Shareholders and Ordinary Shareholders, any partial redemption of A Tracker Shares, B Tracker Shares or Preference Shares (as the case may be) shall be deemed to relate to the A Tracker Shares, B Tracker Shares or Preference Shares (as the case may be) falling due for redemption in inverse order of maturity, (i.e. the earliest issued falling due for redemption first)

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

A separate table must be used for each class of share

# CS01 - continuation page

Confirmation statement

**B2**

## Prescribed particulars

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 B1**

Class of share

Redeemable Preference (6 of 9)

Prescribed particulars

**1**

- 3 Preference Shares shall be redeemed upon payment of the par value of the Preference Shares being redeemed, together with all Preference Dividends unpaid at any time up to the Holder Redemption Date ("Preference Share Redemption Amount")
- 4 A1 Tracker Shares and B1 Tracker Shares shall be redeemed upon payment of the aggregate of the par value of the A1 Tracker Shares or B1 Tracker Shares (as the case may be) being redeemed together with all a sum equal to any arrears, deficiency or accruals of any A1/B1 Tracker Dividends or any debts arising under paragraph (e) relating to Dividends and Distributions in respect of the A1 tracker Shares and/or B1 Tracker Shares calculated down to the date of the Return of Capital ("A1/B1 Tracker Share Redemption Amount")
- 5 A2 Tracker Shares shall be redeemed upon payment of the aggregate of
  - (aa) the par value of the A2 Tracker Shares being redeemed,
  - (bb) a premium amounting to the aggregate of 10% (ten per cent) of such amount as shall be equal to 2,000 multiplied by the par value of the A2 Tracker Shares being redeemed, and
  - (cc) additional interest at the rate of 2% (two per cent) per annum accruing on a daily basis commencing 30 November 2012, such interest being payable on such amount as shall be equal to 2,000 multiplied by the par value of the A2 Tracker Shares being redeemed
 together with all a sum equal to any arrears, deficiency or accruals of any A2/B2 Tracker Dividends or any debts arising under paragraph (e) relating to Dividends and Distributions in each case in respect of the A2 Tracker Shares calculated down to the date of the Return of Capital (the "A2 Tracker Redemption Amount")
- 6 B2 Tracker Shares shall be redeemed upon payment of the aggregate of the par value of the B2 Tracker Shares being redeemed together with all a sum equal to any arrears, deficiency or accruals of any A2/B2 Tracker Dividends or any debts arising under paragraph (e) relating to Dividends and Distributions in each case in respect of the B2 Tracker Shares calculated down to the date of the Return of Capital (the "B2 Tracker Redemption Amount")
- 7 Growth Shares shall be redeemed upon payment of the price per Growth Share that the Growth Shareholders would be entitled to receive on a Sale ("Growth Share Redemption Amount")

### **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

A separate table must be used for each class of share

# CS01 - continuation page

## Confirmation statement

**B2**

### Prescribed particulars

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 B1**.

Class of share

Redeemable Preference (7 of 9)

Prescribed particulars

**1**

- (a) The Company shall have the option, exercisable at any time to redeem any or all of the A Tracker Shares or B Tracker Shares (as the case may be) in tranches of not less than the lesser of

- (i) £1,000,000 par value (provided that, in the case of a redemption of A Tracker Shares, the same number of A2 Tracker Shares as A1 Tracker Shares are redeemed (and vice versa) and, in the case of a redemption of B Tracker Shares, the same number of B2 Tracker Shares as B1 Tracker Shares are redeemed (and vice versa), and
- (ii) the aggregate nominal amount of all of the A Tracker Shares or the B Tracker Shares being redeemed in issue

upon payment of (in the case of a redemption of A1 Tracker Shares or B1 Tracker Shares) the A1/B1 Tracker Share Redemption Amount, (in the case of a redemption of A2 Tracker Shares) the A2 Tracker Share Redemption Amount and (in the case of a redemption of B2 Tracker Shares, the B2 Tracker Share Redemption Amount) In order to exercise such option, the Company shall serve not less than seven days' (or such other period of notice as the Company (with Majority Shareholder Consent) shall agree in writing with Tracker Shareholders holding a majority of the Tracker Shares) notice in writing on the holder or holders of such Tracker Shares whose Tracker Shares are to be redeemed specifying the number of Tracker Shares to be redeemed, the A1/B1 Tracker Share Redemption Amount, or A2 Tracker Share Redemption Amount, or B2 Tracker Share Redemption Amount (as the case may be) payable thereon and the proposed date of such redemption ("Company Tracker Share Redemption Date")

- (b) The Company shall have the option, exercisable on or at any time after

- (i) an IPO, or
- (ii) a Sale Date,

to redeem any or all of the Preference Shares upon payment of the par value of the Preference Shares being redeemed In order to exercise such option, the Company shall serve not less than seven days' (or such other period of notice as the Company (with Majority Shareholder Consent) shall agree in writing with the Preference Shareholders holding a majority of the Preference Shares) notice in writing on the holder or holders of such Preference Shares whose Preference Shares are to be redeemed specifying the number of Preference Shares to be redeemed, the Preference Share Redemption Amount payable thereon and the proposed date of such redemption ("Company Preference Share Redemption Date")

- (c) The Company shall have the option, exercisable on or at any time after an IPO to redeem any or all of the Growth Shares upon payment of the Growth Share Redemption Amount In order to exercise such option, the Company shall serve not less than seven days (or such other period of notice as the Company (with Majority Shareholder Consent) shall agree in writing with Growth Shareholders holding a majority of the Growth Shares) notice in writing on the holder or holders of such Growth Shares where Growth Shares are to be redeemed specifying the number of Growth Shares to be redeemed, the Growth Share Redemption Amount payable thereon and the proposed date of such redemption ("Growth Share Redemption Date")

### **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

A separate table must be used for each class of share

# CS01 - continuation page

## Confirmation statement

**B2**

### Prescribed particulars

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 B1**

Class of share

Redeemable Preference (8 of 9)

Prescribed particulars

**1**

- (d) On the Holder Redemption Date, the Company Tracker Share Redemption Date, Company Preference Share Redemption Date or Company Growth Share Redemption Date (as the case may be) ("**Redemption Date**"), the registered holders of the A Tracker Shares, B Tracker Shares, Preference Shares or Growth Shares (as the case may be) to be redeemed shall be bound to deliver up to the Company the relevant certificates for cancellation, and the Company shall pay to them the redemption monies as set out in paragraph (a) relating to Redemption in respect of such A Tracker Shares, B Tracker Shares, Preference Shares or Growth Shares together with any arrears, deficiency or accruals of the Tracker Dividend or the Preference Dividend (as the case may be), and any debts arising under paragraph (e) relating to Dividends and Distributions calculated to the Redemption Date. In the absence of any direction to the contrary by the holder of the relevant A Tracker Shares, B Tracker Shares, Preference Shares or Growth Shares, any monies paid on redemption of such A Tracker Shares, B Tracker Shares, Preference Shares or Growth Shares shall relate first to the said arrears, deficiency, accruals or debts
- (e) If any certificate surrendered pursuant to paragraph (e) relating to Redemption includes any A Tracker Shares, B Tracker Shares, Preference Shares or Growth Shares not liable to be redeemed at that time the Company shall issue to the holder a fresh certificate for the balance of the A Tracker Shares, B Tracker Shares, Preference Shares or Growth Shares not so liable to be redeemed
- (f) Upon redemption of any of the Preference Shares, Preference Dividends shall cease to accrue on such Preference Shares except in respect of any Preference Share in respect of which, on due presentation of the certificate or certificates (or an indemnity in respect thereof in a form reasonably satisfactory to the Company), the Company shall have failed to tender payment to redeem such Preference Share
- (g) Upon redemption of any of the A Tracker Shares, or the B Tracker Shares, Tracker Dividends shall cease to accrue on such A Tracker Shares or B Tracker Shares (as the case may be) except in respect of any Tracker Share in respect of which, on due presentation of the certificate or certificates (or an indemnity in respect thereof in a form reasonably satisfactory to the Company) the Company shall have failed to tender payment to redeem such A Tracker Share or B Tracker Share (as the case may be)
- (h) If any holder of A Tracker Shares, B Tracker Shares, Preference Shares or Growth Shares shall fail or refuse to surrender the certificate or certificates for such A Tracker Shares, B Tracker Shares, Preference Shares or Growth Shares or shall fail or refuse to accept the redemption monies payable in respect of them, such redemption monies shall be retained and held by the Company in trust for such holder but without interest or further obligation whatever
- (i) No A Tracker Shares, B Tracker Shares, Preference Shares or Growth Shares shall be redeemed otherwise than out of distributable profits or the proceeds of a fresh issue of Shares made for the purposes of redemption or out of capital to the extent permitted by the Act

### **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

A separate table must be used for each class of share

CS01 - continuation page  
Confirmation statement

**B2**

**Prescribed particulars**

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 B1**

Class of share

Redeemable Preference (9 of 9)

Prescribed particulars

- 1**
- (i) No A Tracker Shares, B Tracker Shares, Preference Shares or Growth Shares redeemed by the Company shall be capable of reissue and, on redemption of any A Tracker Shares, B Tracker Shares, Preference Shares or Growth Shares (as the case may be), the Directors may convert the authorised share capital created as a consequence of such redemption into Shares of any other class of share capital into which the authorised share capital of the Company is or may at that time be divided of a like nominal amount (as nearly as may be) as the Shares of such class then in issue or into unclassified Shares of the same nominal amount as the A Tracker Shares, B Tracker Shares, Preference Shares or Growth Shares (as the case may be)

**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

A separate table must be used for each class of share

CS01 - continuation page  
Confirmation statement

B2

Prescribed particulars

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 B1**

Class of share

A1 redeemable preference (1 of 9)

Prescribed particulars

1

**VOTING** Neither the A1 redeemable preference shares of £0 9995 each in the capital of the Company (the "A1 Tracker Shares") nor the A2 redeemable preference shares of £0 0005 each in the capital of the Company (the "A2 Tracker Shares") (together the "A Tracker Shares") nor the B1 redeemable preference shares of £0 9995 each in the capital of the Company (the "B1 Tracker Shares") nor the B2 redeemable preference shares of £0 0005 each in the capital of the Company (the "B2 Tracker Shares") (together the "B Tracker Shares") (the A1 Tracker Shares, A2 Tracker Shares, B1 Tracker Shares and B2 Tracker Shares together the "Tracker Shares") nor the redeemable preference shares of £1 each in the capital of the Company (the "Preference Shares") nor the C1 convertible redeemable growth shares of £1 each in the capital of the Company (the "Growth Shares") shall confer on their holders any rights to receive notice of or to be present and speak at any general meeting of the Company or any voting rights

**DIVIDENDS AND DISTRIBUTION**

- (a) The profits of the Company in respect of any financial year shall be applied
- (i) First, in paying to the holders of the A1 Tracker Shares and the B1 Tracker Shares (par passu as if the same constituted one class of share) a preferential dividend (the "A1/B1 Tracker Dividend") of such amount per annum as is equal to 0 0100050025 of the capital for the time being paid up or credited as paid up thereon (including any premium) to be paid half yearly on 1 June and 1 December each year, and on redemption of any A1 Tracker Shares or B1 Tracker Shares in respect of such A1 Tracker Shares or B1 Tracker Shares so redeemed. Such dividends shall rank for payment in priority to the payment of any dividend on any other class of Shares
  - (ii) Second, in paying to the holders of the A2 Tracker Shares and the B2 Tracker Shares (par passu as if the same constituted one class of share) a preferential dividend (the "A2/B2 Tracker Dividend") of such amount per annum as is equal to  $(X \times 2,000)$  of the capital for the time being paid up or credited as paid up thereon (including any premium) where
 

$X$  = the difference between the Bank of England base rate from time to time (calculated on a daily basis) (expressed as a percentage) and 1 5% provided that if the Bank of England base rate as aforesaid is equal to or less than 1 5%,  $X = 0$

to be paid half yearly on 1 June and 1 December each year, and on redemption of any A2 Tracker Shares or B2 Tracker Shares. Such dividends shall rank for payment in priority to the payment of any dividend on any other class of Shares except an A1/B1 Tracker Dividend
  - (iii) Third, in paying to the holders of the Preference Shares a preferential dividend (the "Preference Dividend") of such amount per annum as is equal to 5 5% (*five and one half per cent*) on the capital for the time being paid up or credited as paid up thereon (including any premium) to be paid half yearly on 1 June and 1 December each year, and on redemption of any Preference Shares in respect of such Preference Shares so redeemed. Such dividends shall rank for payment in priority to the payment of any dividend on any other class of Shares except a Tracker Dividend

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

A separate table must be used for each class of share

CS01 - continuation page  
Confirmation statement

B2

Prescribed particulars

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 B1**.

Class of share

A1 redeemable preference (2 of 9)

Prescribed particulars

1

- (iv) Fourth, in paying to the holders of the Ordinary Shares such dividend (the "Ordinary Dividend") as the Directors shall determine, but only to the extent that there are profits available for distribution. Any Ordinary Dividend shall be paid not later than six months after the end of the relevant accounting period or within twenty eight days after the audit report on the accounts of the Company for the period is signed by the Company's auditors, whichever is earlier.
- (v) Fifth, in paying to the holders of the Growth Shares such dividend (the "Growth Dividend") as the Directors shall determine but with and subject to the written consent of the holders of 75% or more of the total number of Ordinary Shares in issue from time to time ("Majority Shareholder Consent") and only to the extent that there are profits available for distribution. Any Growth Dividend shall be paid not later than six months after the end of the relevant accounting period or within twenty eight days after the audit report on the accounts of the Company for the period is signed by the Company's auditors, whichever is earlier.
- (b) No Ordinary Dividend or Growth Dividend shall be paid in respect of any financial year of the Company unless
  - (i) all Tracker Dividends and all Preference Dividends in respect of that financial year have been paid in full or waived, and
  - (ii) all Tracker Shares and all Preference Shares which have fallen due for redemption have been redeemed, and
  - (iii) there are no arrears of any other dividends, and
  - (iv) there are no debts due but unpaid (and not waived) in respect of any current or prior financial years of the Company, in respect of any of the Tracker Shares or the Preference Shares, and in particular and without prejudice to the generality of the foregoing, any debts arising under paragraph (e) relating to Dividends and Distributions
- (c) Every dividend shall be distributed to the appropriate shareholders pro rata according to the amounts paid up or credited as paid up on the shares held by them respectively. All dividends are expressed net and shall be paid in cash.
- (d) Each of the A1/B1 Tracker Dividend and A2/B2 Tracker Dividend (together the "Tracker Dividend") and the Preference Dividend shall accrue on a daily basis and shall be cumulative.
- (e) Unless the Company has insufficient profits available for distribution and the Company is thereby prohibited from paying a Tracker Dividend or a Preference Dividend by the Act, each of the Tracker Dividend and the Preference Dividend shall be paid immediately on their respective due dates. Such payment shall be made notwithstanding Articles 70 to 77 inclusive of the Model Articles or any other provision of these Articles, and in particular notwithstanding that there has not been a resolution of the Company in general meeting. If they are not paid on such due dates they shall be a debt due by the Company and shall be payable in priority to any other dividend.

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.

A separate table must be used for each class of share.

CS01 - continuation page  
Confirmation statement

B2

Prescribed particulars

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 B1**.

Class of share

A1 redeemable preference (3 of 9)

Prescribed particulars

1

- (f) The Company shall procure that each of its subsidiaries which has profits available for distribution shall from time to time and to the extent that it may lawfully do so declare and pay to the Company such dividends as are necessary to permit lawful and prompt payment by the Company of all and any Tracker Dividend or Preference Dividend or any redemption monies or debts due on or in respect of the Tracker Shares or Preference Shares

**CAPITAL** On a return of assets on liquidation or capital reduction or otherwise (except upon the redemption of shares of any class or the purchase by the Company of its own shares) (a "Return of Capital"), the assets of the Company remaining after the payment of its liabilities shall be applied (to the extent that the Company is lawfully able to do so) in the following order of priority

(a) first, in paying to

- (i) the holders of the A1 Tracker Shares and the B1 Tracker Shares (par passu as if the same constituted one class of share) the par value of the A1 Tracker Shares and/or the B1 Tracker Shares held by them respectively together with a sum equal to any arrears, deficiency or accruals of any A1/B1 Tracker Dividend, or any debts arising under paragraph (e) relating to Dividends and Distributions in respect of the A1 Tracker Shares and/or B1 Tracker Shares,

- (ii) the holders of the A2 Tracker Shares such amount as shall be equal to

- a the par value of the A2 Tracker Shares held by them,
- b a premium amounting to the aggregate of 10% (ten per cent) of such amount as shall be equal to 2,000 multiplied by the par value of the A2 Tracker Shares, and
- c additional interest at the rate of 2% (two per cent) per annum accruing on a daily basis commencing 30 November 2012, such interest being payable on such amount as shall be equal to 2,000 multiplied by the par value of the A2 Tracker Shares,

together with a sum equal to any arrears, deficiency or accruals of any A2/B2 Tracker Dividend, or any debts arising under paragraph (e) relating to Dividends and Distributions in respect of the A2 Tracker Shares calculated down to the date of the return of capital,

- (iii) the holders of the B2 Tracker Shares such amount as shall be equal to the par value of the B2 tracker Shares held by them together with a sum equal to any arrears, deficiency or accruals of any A2/B2 Tracker Dividend, or any debts arising under paragraph (e) relating to Dividends and Distributions in respect of the B2 Tracker Shares calculated down to the date of the Return of Capital,

- (b) second, in paying to the holders of the Preference Shares the par value of the Preference Shares held by them together with a sum equal to any arrears, deficiency, or accruals of the Preference Dividend, or any debts arising under paragraph (e) relating to Dividends and Distributions, calculated down to the date of the Return of Capital,

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

A separate table must be used for each class of share

CS01 - continuation page  
Confirmation statement

B2

Prescribed particulars

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 B1**.

Class of share

A1 redeemable preference (4 of 9)

Prescribed particulars

1

- (c) third, in paying to the holders of the Ordinary Shares, from the balance of the assets of the Company remaining after (a) the payment of its liabilities and (b) making the payments referred to in Articles 9 2(a) and (b) of the Company's articles of association (the "**Relevant Return of Capital Balance**"), an amount determined as such by Majority Shareholder Consent prior to the issue of any C1 Growth Shares (the "**C1 Hurdle Amount**") in proportion to the number of Ordinary Shares held by each Ordinary Shareholder,
- (d) fourth, in paying to the C1 Growth Shareholders, the value attributable to the C1 Growth Shares (as a class) in respect of a Return of Capital by application of the following formula
- $$\frac{N}{55,555} \times V \times 10\%$$
- where
- N = the number of C4 Growth Shares in issue immediately prior to the date of the Return of Capital, and
- V = the Relevant Return of Capital Balance *LESS* the C4 Hurdle Amount except that V shall not be less than zero (the "**C1 Return of Capital Value**"),
- in proportion to the number of C1 Growth Shares held by each C1 Growth Shareholder
- (e) fifth, in paying to the Ordinary Shareholders an amount equal to the balance of such assets in proportion to the number of Ordinary Shares held by each Ordinary Shareholder until an amount equal to £100 million in respect of each Ordinary Share in issue has been distributed,
- (f) sixth, in paying the amounts paid up on each Deferred Share after repayment of £100 million per Ordinary Share, and
- (g) seventh, in paying to the Ordinary Shareholders an amount equal to the balance of such assets in proportion to the number of Ordinary Shares held by each Ordinary Shareholder

REDEMPTION A holder or holders of

- (i) an A1 Tracker Share or an A2 Tracker Share (as the case may be) shall, subject to the provisions of Part 18 of the Act, have the option, exercisable on, or at any time after
- (A) an initial offer for the Company's securities as a result of which those securities are admitted to trading on a Stock Exchange (an "**IPO**"),
- (B) the date on which the sale or other disposal of 50% or more of the total voting rights on the Shares is completed (a "**Sale Date**"), or
- (C) 1 December 2022,
- (ii) a B1 Tracker Share or a B2 Tracker Share (as the case may be) shall, subject to the provisions of Part 18 of the Companies Act 2006 (the "**Act**"), have the option, exercisable at any time,

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

A separate table must be used for each class of share

# CS01 - continuation page

Confirmation statement

B2

## Prescribed particulars

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 B1**

Class of share

A1 redeemable preference (5 of 9)

Prescribed particulars

1

(iii) a Preference Share shall, subject to the provisions of Part 18 of the Act, have the option, exercisable at any time, and

(iv) a Growth Share shall, subject to the provisions of Part 18 of the Act, have the option, exercisable on, or at any time after an IPO,

(in any such case the "Redemption Event Date") to redeem any or all of the A Tracker Shares, B Tracker Shares, Preference Shares or Growth Shares (as the case may be) upon and subject to the following terms and conditions

1 In order to exercise such option

(aa) a holder or holders of an A1 Tracker Share, an A2 Tracker Share, a Preference Share or a Growth Share (as the case may be) shall serve not less than twenty eight (28) days notice in writing, and

(bb) a holder or holders of a B1 Tracker Share or a B2 Tracker Share (as the case may be) shall serve not less than ninety (90) days notice in writing

(in each case, a "Redemption Event Notice") on the Company specifying the number of A Tracker Shares, B Tracker Shares, Preference Shares or Growth Shares (as the case may be) held by such holder or holders to be redeemed and the proposed date of such redemption (which shall be no earlier than twenty eight days after the relevant Redemption Event Date) ("Holder Redemption Date") provided that a Redemption Event Notice may not be served by a Growth Shareholder if a Growth Share Conversion Notice has already been served by such Growth Shareholder or by the Company in accordance with Article 9.7 in respect of the Growth Shares to which such Redemption Event Notice relates and if a Redemption Event Notice has already been served by a Growth Shareholder and a Growth Share Conversion Notice is served subsequently by such Growth Shareholder or by the Company in accordance with Article 9.7, such Redemption Event Notice shall be deemed to have been withdrawn and have no further effect in respect of the Growth Shares to which such Redemption Event Notice relates,

2 The Company shall redeem all of the A Tracker Shares, B Tracker Shares, Preference Shares or Growth Shares (as the case may be) set out in such Redemption Event Notice on or before the Holder Redemption Date (provided they are fully paid) and if, in accordance with Part 18 of the Act, they shall not be capable of being redeemed by the Company as required by the Redemption Event Notice, such redemption shall be effected as soon as is possible after the A Tracker Shares, B Tracker Shares, the Preference Shares or Growth Shares (as the case may be) shall have become capable of being redeemed. In the absence of any contrary agreement between all of the A Tracker Shareholders, B Tracker Shareholders and Ordinary Shareholders, any partial redemption of A Tracker Shares, B Tracker Shares or Preference Shares (as the case may be) shall be deemed to relate to the A Tracker Shares, B Tracker Shares or Preference Shares (as the case may be) falling due for redemption in inverse order of maturity, (i.e. the earliest issued falling due for redemption first)

### 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

A separate table must be used for each class of share

# CS01 - continuation page

Confirmation statement

**B2**

## Prescribed particulars

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 B1**

Class of share

A1 redeemable preference (6 of 9)

Prescribed particulars

1

- 3 Preference Shares shall be redeemed upon payment of the par value of the Preference Shares being redeemed, together with all Preference Dividends unpaid at any time up to the Holder Redemption Date ("**Preference Share Redemption Amount**")
- 4 A1 Tracker Shares and B1 Tracker Shares shall be redeemed upon payment of the aggregate of the par value of the A1 Tracker Shares or B1 Tracker Shares (as the case may be) being redeemed together with all a sum equal to any arrears, deficiency or accruals of any A1/B1 Tracker Dividends or any debts arising under paragraph (e) relating to Dividends and Distributions in respect of the A1 tracker Shares and/or B1 Tracker Shares calculated down to the date of the Return of Capital ("**A1/B1 Tracker Share Redemption Amount**")
- 5 A2 Tracker Shares shall be redeemed upon payment of the aggregate of
  - (aa) the par value of the A2 Tracker Shares being redeemed,
  - (bb) a premium amounting to the aggregate of 10% (ten per cent) of such amount as shall be equal to 2,000 multiplied by the par value of the A2 Tracker Shares being redeemed, and
  - (cc) additional interest at the rate of 2% (two per cent) per annum accruing on a daily basis commencing 30 November 2012, such interest being payable on such amount as shall be equal to 2,000 multiplied by the par value of the A2 Tracker Shares being redeemedtogether with all a sum equal to any arrears, deficiency or accruals of any A2/B2 Tracker Dividends or any debts arising under paragraph (e) relating to Dividends and Distributions in each case in respect of the A2 Tracker Shares calculated down to the date of the Return of Capital (the "**A2 Tracker Redemption Amount**")
- 6 B2 Tracker Shares shall be redeemed upon payment of the aggregate of the par value of the B2 Tracker Shares being redeemed together with all a sum equal to any arrears, deficiency or accruals of any A2/B2 Tracker Dividends or any debts arising under paragraph (e) relating to Dividends and Distributions in each case in respect of the B2 Tracker Shares calculated down to the date of the Return of Capital (the "**B2 Tracker Redemption Amount**")
- 7 Growth Shares shall be redeemed upon payment of the price per Growth Share that the Growth Shareholders would be entitled to receive on a Sale ("**Growth Share Redemption Amount**")

### 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

A separate table must be used for each class of share

# CS01 - continuation page

## Confirmation statement

**B2**

### Prescribed particulars

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 B1**

Class of share

A1 redeemable preference (7 of 9)

Prescribed particulars

**1**

(a) The Company shall have the option, exercisable at any time to redeem any or all of the A Tracker Shares or B Tracker Shares (as the case may be) in tranches of not less than the lesser of

- (i) £1,000,000 par value (provided that, in the case of a redemption of A Tracker Shares, the same number of A2 Tracker Shares as A1 Tracker Shares are redeemed (and vice versa) and, in the case of a redemption of B Tracker Shares, the same number of B2 Tracker Shares as B1 Tracker Shares are redeemed (and vice versa), and
- (ii) the aggregate nominal amount of all of the A Tracker Shares or the B Tracker Shares being redeemed in issue

upon payment of (in the case of a redemption of A1 Tracker Shares or B1 Tracker Shares) the A1/B1 Tracker Share Redemption Amount, (in the case of a redemption of A2 Tracker Shares) the A2 Tracker Share Redemption Amount and (in the case of a redemption of B2 Tracker Shares, the B2 Tracker Share Redemption Amount) In order to exercise such option, the Company shall serve not less than seven days' (or such other period of notice as the Company (with Majority Shareholder Consent) shall agree in writing with Tracker Shareholders holding a majority of the Tracker Shares) notice in writing on the holder or holders of such Tracker Shares whose Tracker Shares are to be redeemed specifying the number of Tracker Shares to be redeemed, the A1/B1 Tracker Share Redemption Amount, or A2 Tracker Share Redemption Amount, or B2 Tracker Share Redemption Amount (as the case may be) payable thereon and the proposed date of such redemption ("Company Tracker Share Redemption Date")

(b) The Company shall have the option, exercisable on or at any time after

- (i) an IPO, or
- (ii) a Sale Date,

to redeem any or all of the Preference Shares upon payment of the par value of the Preference Shares being redeemed In order to exercise such option, the Company shall serve not less than seven days' (or such other period of notice as the Company (with Majority Shareholder Consent) shall agree in writing with the Preference Shareholders holding a majority of the Preference Shares) notice in writing on the holder or holders of such Preference Shares whose Preference Shares are to be redeemed specifying the number of Preference Shares to be redeemed, the Preference Share Redemption Amount payable thereon and the proposed date of such redemption ("Company Preference Share Redemption Date")

(c) The Company shall have the option, exercisable on or at any time after an IPO to redeem any or all of the Growth Shares upon payment of the Growth Share Redemption Amount In order to exercise such option, the Company shall serve not less than seven days (or such other period of notice as the Company (with Majority Shareholder Consent) shall agree in writing with Growth Shareholders holding a majority of the Growth Shares) notice in writing on the holder or holders of such Growth Shares where Growth Shares are to be redeemed specifying the number of Growth Shares to be redeemed, the Growth Share Redemption Amount payable thereon and the proposed date of such redemption ("Growth Share Redemption Date")

#### **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

A separate table must be used for each class of share

# CS01 - continuation page

## Confirmation statement

**B2**

### Prescribed particulars

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 B1**

Class of share

A1 redeemable preference (8 of 9)

Prescribed particulars

1

- (d) On the Holder Redemption Date, the Company Tracker Share Redemption Date, Company Preference Share Redemption Date or Company Growth Share Redemption Date (as the case may be) ("**Redemption Date**"), the registered holders of the A Tracker Shares, B Tracker Shares, Preference Shares or Growth Shares (as the case may be) to be redeemed shall be bound to deliver up to the Company the relevant certificates for cancellation, and the Company shall pay to them the redemption monies as set out in paragraph (a) relating to Redemption in respect of such A Tracker Shares, B Tracker Shares, Preference Shares or Growth Shares together with any arrears, deficiency or accruals of the Tracker Dividend or the Preference Dividend (as the case may be), and any debts arising under paragraph (e) relating to Dividends and Distributions calculated to the Redemption Date. In the absence of any direction to the contrary by the holder of the relevant A Tracker Shares, B Tracker Shares, Preference Shares or Growth Shares, any monies paid on redemption of such A Tracker Shares, B Tracker Shares, Preference Shares or Growth Shares shall relate first to the said arrears, deficiency, accruals or debts
- (e) If any certificate surrendered pursuant to paragraph (e) relating to Redemption includes any A Tracker Shares, B Tracker Shares, Preference Shares or Growth Shares not liable to be redeemed at that time the Company shall issue to the holder a fresh certificate for the balance of the A Tracker Shares, B Tracker Shares, Preference Shares or Growth Shares not so liable to be redeemed
- (f) Upon redemption of any of the Preference Shares, Preference Dividends shall cease to accrue on such Preference Shares except in respect of any Preference Share in respect of which, on due presentation of the certificate or certificates (or an indemnity in respect thereof in a form reasonably satisfactory to the Company), the Company shall have failed to tender payment to redeem such Preference Share
- (g) Upon redemption of any of the A Tracker Shares, or the B Tracker Shares, Tracker Dividends shall cease to accrue on such A Tracker Shares or B Tracker Shares (as the case may be) except in respect of any Tracker Share in respect of which, on due presentation of the certificate or certificates (or an indemnity in respect thereof in a form reasonably satisfactory to the Company) the Company shall have failed to tender payment to redeem such A Tracker Share or B Tracker Share (as the case may be)
- (h) If any holder of A Tracker Shares, B Tracker Shares, Preference Shares or Growth Shares shall fail or refuse to surrender the certificate or certificates for such A Tracker Shares, B Tracker Shares, Preference Shares or Growth Shares or shall fail or refuse to accept the redemption monies payable in respect of them, such redemption monies shall be retained and held by the Company in trust for such holder but without interest or further obligation whatever
- (i) No A Tracker Shares, B Tracker Shares, Preference Shares or Growth Shares shall be redeemed otherwise than out of distributable profits or the proceeds of a fresh issue of Shares made for the purposes of redemption or out of capital to the extent permitted by the Act

#### 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

A separate table must be used for each class of share

CS01 - continuation page  
Confirmation statement

**B2**

**Prescribed particulars**

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 B1**.

Class of share

A1 redeemable preference (9 of 9)

Prescribed particulars

**1**

- (i) No A Tracker Shares, B Tracker Shares, Preference Shares or Growth Shares redeemed by the Company shall be capable of reissue and, on redemption of any A Tracker Shares, B Tracker Shares, Preference Shares or Growth Shares (as the case may be), the Directors may convert the authorised share capital created as a consequence of such redemption into Shares of any other class of share capital into which the authorised share capital of the Company is or may at that time be divided of a like nominal amount (as nearly as may be) as the Shares of such class then in issue or into unclassified Shares of the same nominal amount as the A Tracker Shares, B Tracker Shares, Preference Shares or Growth Shares (as the case may be)

**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

A separate table must be used for each class of share

# CS01 - continuation page

## Confirmation statement

**B2**

### Prescribed particulars

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 B1**

Class of share	A2 redeemable preference (1 of 9)
Prescribed particulars <b>1</b>	<p><b>VOTING</b> Neither the A1 redeemable preference shares of £0 9995 each in the capital of the Company (the "A1 Tracker Shares") nor the A2 redeemable preference shares of £0 0005 each in the capital of the Company (the "A2 Tracker Shares") (together the "A Tracker Shares") nor the B1 redeemable preference shares of £0 9995 each in the capital of the Company (the "B1 Tracker Shares") nor the B2 redeemable preference shares of £0 0005 each in the capital of the Company (the "B2 Tracker Shares") (together the "B Tracker Shares") (the A1 Tracker Shares, A2 Tracker Shares, B1 Tracker Shares and B2 Tracker Shares together the "Tracker Shares") nor the redeemable preference shares of £1 each in the capital of the Company ("the Preference Shares") nor the C1 convertible redeemable growth shares of £1 each in the capital of the Company (the "Growth Shares") shall confer on their holders any rights to receive notice of or to be present and speak at any general meeting of the Company or any voting rights</p> <p><b>DIVIDENDS AND DISTRIBUTION</b></p> <p>(a) The profits of the Company in respect of any financial year shall be applied</p> <p>(i) First, in paying to the holders of the A1 Tracker Shares and the B1 Tracker Shares (pari passu as if the same constituted one class of share) a preferential dividend (the "A1/B1 Tracker Dividend") of such amount per annum as is equal to 0 0100050025 of the capital for the time being paid up or credited as paid up thereon (including any premium) to be paid half yearly on 1 June and 1 December each year, and on redemption of any A1 Tracker Shares or B1 Tracker Shares so redeemed Such dividends shall rank for payment in priority to the payment of any dividend on any other class of Shares</p> <p>(ii) Second, in paying to the holders of the A2 Tracker Shares and the B2 Tracker Shares (pari passu as if the same constituted one class of share) a preferential dividend (the "A2/B2 Tracker Dividend") of such amount per annum as is equal to (X x 2,000) of the capital for the time being paid up or credited as paid up thereon (including any premium) where</p> <p>X = the difference between the Bank of England base rate from time to time (calculated on a daily basis) (expressed as a percentage) and 1 5% provided that if the Bank of England base rate as aforesaid is equal to or less than 1 5%, X = 0</p> <p>to be paid half yearly on 1 June and 1 December each year, and on redemption of any A2 Tracker Shares or B2 Tracker Shares Such dividends shall rank for payment in priority to the payment of any dividend on any other class of Shares except an A1/B1 Tracker Dividend</p> <p>(iii) Third, in paying to the holders of the Preference Shares a preferential dividend (the "Preference Dividend") of such amount per annum as is equal to 5 5% (five and one half per cent) on the capital for the time being paid up or credited as paid up thereon (including any premium) to be paid half yearly on 1 June and 1 December each year, and on redemption of any Preference Shares in respect of such Preference Shares so redeemed Such dividends shall rank for payment in priority to the payment of any dividend on any other class of Shares except a Tracker Dividend</p>

### **1 Prescribed particulars of rights attached to shares**

The particulars are

- particulars of any voting rights, including rights that arise only in certain circumstances,
- particulars of any rights, as respects dividends, to participate in a distribution,
- particulars of any rights, as respects capital, to participate in a distribution (including on winding up), and
- whether the shares are to be redeemed or are liable to be redeemed at the option of the company or the shareholder

A separate table must be used for each class of share

CS01 - continuation page  
Confirmation statement

B2

Prescribed particulars

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 B1**

Class of share

A2 redeemable preference (2 of 9)

Prescribed particulars

1

- (iv) Fourth, in paying to the holders of the Ordinary Shares such dividend (the "Ordinary Dividend") as the Directors shall determine, but only to the extent that there are profits available for distribution. Any Ordinary Dividend shall be paid not later than six months after the end of the relevant accounting period or within twenty eight days after the audit report on the accounts of the Company for the period is signed by the Company's auditors, whichever is earlier.
- (v) Fifth, in paying to the holders of the Growth Shares such dividend (the "Growth Dividend") as the Directors shall determine but with and subject to the written consent of the holders of 75% or more of the total number of Ordinary Shares in issue from time to time ("Majority Shareholder Consent") and only to the extent that there are profits available for distribution. Any Growth Dividend shall be paid not later than six months after the end of the relevant accounting period or within twenty eight days after the audit report on the accounts of the Company for the period is signed by the Company's auditors, whichever is earlier.
- (b) No Ordinary Dividend or Growth Dividend shall be paid in respect of any financial year of the Company unless
  - (i) all Tracker Dividends and all Preference Dividends in respect of that financial year have been paid in full or waived, and
  - (ii) all Tracker Shares and all Preference Shares which have fallen due for redemption have been redeemed, and
  - (iii) there are no arrears of any other dividends, and
  - (iv) there are no debts due but unpaid (and not waived) in respect of any current or prior financial years of the Company, in respect of any of the Tracker Shares or the Preference Shares, and in particular and without prejudice to the generality of the foregoing, any debts arising under paragraph (e) relating to Dividends and Distributions
- (c) Every dividend shall be distributed to the appropriate shareholders pro rata according to the amounts paid up or credited as paid up on the shares held by them respectively. All dividends are expressed net and shall be paid in cash.
- (d) Each of the A1/B1 Tracker Dividend and A2/B2 Tracker Dividend (together the "Tracker Dividend") and the Preference Dividend shall accrue on a daily basis and shall be cumulative.
- (e) Unless the Company has insufficient profits available for distribution and the Company is thereby prohibited from paying a Tracker Dividend or a Preference Dividend by the Act, each of the Tracker Dividend and the Preference Dividend shall be paid immediately on their respective due dates. Such payment shall be made notwithstanding Articles 70 to 77 inclusive of the Model Articles or any other provision of these Articles, and in particular notwithstanding that there has not been a resolution of the Company in general meeting. If they are not paid on such due dates they shall be a debt due by the Company and shall be payable in priority to any other dividend.

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.

A separate table must be used for each class of share

CS01 - continuation page  
Confirmation statement

B2

Prescribed particulars

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 B1**

Class of share

A2 redeemable preference (3 of 9)

Prescribed particulars

1

- (f) The Company shall procure that each of its subsidiaries which has profits available for distribution shall from time to time and to the extent that it may lawfully do so declare and pay to the Company such dividends as are necessary to permit lawful and prompt payment by the Company of all and any Tracker Dividend or Preference Dividend or any redemption monies or debts due on or in respect of the Tracker Shares or Preference Shares

**CAPITAL** On a return of assets on liquidation or capital reduction or otherwise (except upon the redemption of shares of any class or the purchase by the Company of its own shares) (a "Return of Capital"), the assets of the Company remaining after the payment of its liabilities shall be applied (to the extent that the Company is lawfully able to do so) in the following order of priority

- (a) first, in paying to

- (i) the holders of the A1 Tracker Shares and the B1 Tracker Shares (par passu as if the same constituted one class of share) the par value of the A1 Tracker Shares and/or the B1 Tracker Shares held by them respectively together with a sum equal to any arrears, deficiency or accruals of any A1/B1 Tracker Dividend, or any debts arising under paragraph (e) relating to Dividends and Distributions in respect of the A1 Tracker Shares and/or B1 Tracker Shares,

- (ii) the holders of the A2 Tracker Shares such amount as shall be equal to

- a the par value of the A2 Tracker Shares held by them,
- b a premium amounting to the aggregate of 10% (ten per cent) of such amount as shall be equal to 2,000 multiplied by the par value of the A2 Tracker Shares, and
- c additional interest at the rate of 2% (two per cent) per annum accruing on a daily basis commencing 30 November 2012, such interest being payable on such amount as shall be equal to 2,000 multiplied by the par value of the A2 Tracker Shares,

together with a sum equal to any arrears, deficiency or accruals of any A2/B2 Tracker Dividend, or any debts arising under paragraph (e) relating to Dividends and Distributions in respect of the A2 Tracker Shares calculated down to the date of the return of capital,

- (iii) the holders of the B2 Tracker Shares such amount as shall be equal to the par value of the B2 tracker Shares held by them together with a sum equal to any arrears, deficiency or accruals of any A2/B2 Tracker Dividend, or any debts arising under paragraph (e) relating to Dividends and Distributions in respect of the B2 Tracker Shares calculated down to the date of the Return of Capital,

- (b) second, in paying to the holders of the Preference Shares the par value of the Preference Shares held by them together with a sum equal to any arrears, deficiency, or accruals of the Preference Dividend, or any debts arising under paragraph (e) relating to Dividends and Distributions, calculated down to the date of the Return of Capital,

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

A separate table must be used for each class of share

# CS01 - continuation page

## Confirmation statement

**B2**

### Prescribed particulars

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 B1**

Class of share

A2 redeemable preference (4 of 9)

Prescribed particulars

1

(c) third, in paying to the holders of the Ordinary Shares, from the balance of the assets of the Company remaining after (a) the payment of its liabilities and (b) making the payments referred to in Articles 9 2(a) and (b) of the Company's articles of association (the "**Relevant Return of Capital Balance**"), an amount determined as such by Majority Shareholder Consent prior to the issue of any C1 Growth Shares (the "**C1 Hurdle Amount**") in proportion to the number of Ordinary Shares held by each Ordinary Shareholder,

(d) fourth, in paying to the C1 Growth Shareholders, the value attributable to the C1 Growth Shares (as a class) in respect of a Return of Capital by application of the following formula

$$\frac{N}{55,555} \times V \times 10\%$$

where

N = the number of C4 Growth Shares in issue immediately prior to the date of the Return of Capital, and

V = the Relevant Return of Capital Balance LESS the C4 Hurdle Amount except that V shall not be less than zero (the "**C1 Return of Capital Value**"),

in proportion to the number of C1 Growth Shares held by each C1 Growth Shareholder

(e) fifth, in paying to the Ordinary Shareholders an amount equal to the balance of such assets in proportion to the number of Ordinary Shares held by each Ordinary Shareholder until an amount equal to £100 million in respect of each Ordinary Share in issue has been distributed,

(f) sixth, in paying the amounts paid up on each Deferred Share after repayment of £100 million per Ordinary Share, and

(g) seventh, in paying to the Ordinary Shareholders an amount equal to the balance of such assets in proportion to the number of Ordinary Shares held by each Ordinary Shareholder

**REDEMPTION** A holder or holders of

(i) an A1 Tracker Share or an A2 Tracker Share (as the case may be) shall, subject to the provisions of Part 18 of the Act, have the option, exercisable on, or at any time after

(A) an initial offer for the Company's securities as a result of which those securities are admitted to trading on a Stock Exchange (an "**IPO**"),

(B) the date on which the sale or other disposal of 50% or more of the total voting rights on the Shares is completed (a "**Sale Date**"), or

(C) 1 December 2022,

(ii) a B1 Tracker Share or a B2 Tracker Share (as the case may be) shall, subject to the provisions of Part 18 of the Companies Act 2006 (the "**Act**"), have the option, exercisable at any time,

### 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

A separate table must be used for each class of share

CS01 - continuation page  
Confirmation statement

B2

Prescribed particulars

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 B1**

Class of share

A2 redeemable preference (5 of 9)

Prescribed particulars

1

(iii) a Preference Share shall, subject to the provisions of Part 18 of the Act, have the option, exercisable at any time, and

(iv) a Growth Share shall, subject to the provisions of Part 18 of the Act, have the option, exercisable on, or at any time after an IPO,

(in any such case the "Redemption Event Date") to redeem any or all of the A Tracker Shares, B Tracker Shares, Preference Shares or Growth Shares (as the case may be) upon and subject to the following terms and conditions

1 In order to exercise such option

(aa) a holder or holders of an A1 Tracker Share, an A2 Tracker Share, a Preference Share or a Growth Share (as the case may be) shall serve not less than twenty eight (28) days notice in writing, and

(bb) a holder or holders of a B1 Tracker Share or a B2 Tracker Share (as the case may be) shall serve not less than ninety (90) days notice in writing

(in each case, a "Redemption Event Notice") on the Company specifying the number of A Tracker Shares, B Tracker Shares, Preference Shares or Growth Shares (as the case may be) held by such holder or holders to be redeemed and the proposed date of such redemption (which shall be no earlier than twenty eight days after the relevant Redemption Event Date) ("Holder Redemption Date") provided that a Redemption Event Notice may not be served by a Growth Shareholder if a Growth Share Conversion Notice has already been served by such Growth Shareholder or by the Company in accordance with Article 9.7 in respect of the Growth Shares to which such Redemption Event Notice relates and if a Redemption Event Notice has already been served by a Growth Shareholder and a Growth Share Conversion Notice is served subsequently by such Growth Shareholder or by the Company in accordance with Article 9.7, such Redemption Event Notice shall be deemed to have been withdrawn and have no further effect in respect of the Growth Shares to which such Redemption Event Notice relates,

2 The Company shall redeem all of the A Tracker Shares, B Tracker Shares, Preference Shares or Growth Shares (as the case may be) set out in such Redemption Event Notice on or before the Holder Redemption Date (provided they are fully paid) and if, in accordance with Part 18 of the Act, they shall not be capable of being redeemed by the Company as required by the Redemption Event Notice, such redemption shall be effected as soon as is possible after the A Tracker Shares, B Tracker Shares, the Preference Shares or Growth Shares (as the case may be) shall have become capable of being redeemed in the absence of any contrary agreement between all of the A Tracker Shareholders, B Tracker Shareholders and Ordinary Shareholders, any partial redemption of A Tracker Shares, B Tracker Shares or Preference Shares (as the case may be) shall be deemed to relate to the A Tracker Shares, B Tracker Shares or Preference Shares (as the case may be) falling due for redemption in inverse order of maturity, (i.e. the earliest issued falling due for redemption first)

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

A separate table must be used for each class of share

# CS01 - continuation page

Confirmation statement

**B2**

## Prescribed particulars

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 B1**.

Class of share

A2 redeemable preference (6 of 9)

Prescribed particulars

1

- 3 Preference Shares shall be redeemed upon payment of the par value of the Preference Shares being redeemed, together with all Preference Dividends unpaid at any time up to the Holder Redemption Date ("Preference Share Redemption Amount")
- 4 A1 Tracker Shares and B1 Tracker Shares shall be redeemed upon payment of the aggregate of the par value of the A1 Tracker Shares or B1 Tracker Shares (as the case may be) being redeemed together with all a sum equal to any arrears, deficiency or accruals of any A1/B1 Tracker Dividends or any debts arising under paragraph (e) relating to Dividends and Distributions in respect of the A1 tracker Shares and/or B1 Tracker Shares calculated down to the date of the Return of Capital ("A1/B1 Tracker Share Redemption Amount")
- 5 A2 Tracker Shares shall be redeemed upon payment of the aggregate of
  - (aa) the par value of the A2 Tracker Shares being redeemed,
  - (bb) a premium amounting to the aggregate of 10% (ten per cent) of such amount as shall be equal to 2,000 multiplied by the par value of the A2 Tracker Shares being redeemed, and
  - (cc) additional interest at the rate of 2% (two per cent) per annum accruing on a daily basis commencing 30 November 2012, such interest being payable on such amount as shall be equal to 2,000 multiplied by the par value of the A2 Tracker Shares being redeemedtogether with all a sum equal to any arrears, deficiency or accruals of any A2/B2 Tracker Dividends or any debts arising under paragraph (e) relating to Dividends and Distributions in each case in respect of the A2 Tracker Shares calculated down to the date of the Return of Capital (the "A2 Tracker Redemption Amount")
- 6 B2 Tracker Shares shall be redeemed upon payment of the aggregate of the par value of the B2 Tracker Shares being redeemed together with all a sum equal to any arrears, deficiency or accruals of any A2/B2 Tracker Dividends or any debts arising under paragraph (e) relating to Dividends and Distributions in each case in respect of the B2 Tracker Shares calculated down to the date of the Return of Capital (the "B2 Tracker Redemption Amount")
- 7 Growth Shares shall be redeemed upon payment of the price per Growth Share that the Growth Shareholders would be entitled to receive on a Sale ("Growth Share Redemption Amount")

### 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

A separate table must be used for each class of share

CS01 - continuation page  
Confirmation statement

B2

Prescribed particulars

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 B1**.

Class of share

A2 redeemable preference (7 of 9)

Prescribed particulars

1

(a) The Company shall have the option, exercisable at any time to redeem any or all of the A Tracker Shares or B Tracker Shares (as the case may be) in tranches of not less than the lesser of

- (i) £1,000,000 par value (provided that, in the case of a redemption of A Tracker Shares, the same number of A2 Tracker Shares as A1 Tracker Shares are redeemed (and vice versa) and, in the case of a redemption of B Tracker Shares, the same number of B2 Tracker Shares as B1 Tracker Shares are redeemed (and vice versa), and
- (ii) the aggregate nominal amount of all of the A Tracker Shares or the B Tracker Shares being redeemed in issue

upon payment of (in the case of a redemption of A1 Tracker Shares or B1 Tracker Shares) the A1/B1 Tracker Share Redemption Amount, (in the case of a redemption of A2 Tracker Shares) the A2 Tracker Share Redemption Amount and (in the case of a redemption of B2 Tracker Shares, the B2 Tracker Share Redemption Amount) In order to exercise such option, the Company shall serve not less than seven days' (or such other period of notice as the Company (with Majority Shareholder Consent) shall agree in writing with Tracker Shareholders holding a majority of the Tracker Shares) notice in writing on the holder or holders of such Tracker Shares whose Tracker Shares are to be redeemed specifying the number of Tracker Shares to be redeemed, the A1/B1 Tracker Share Redemption Amount, or A2 Tracker Share Redemption Amount, or B2 Tracker Share Redemption Amount (as the case may be) payable thereon and the proposed date of such redemption ("Company Tracker Share Redemption Date")

(b) The Company shall have the option, exercisable on or at any time after

- (i) an IPO, or
- (ii) a Sale Date,

to redeem any or all of the Preference Shares upon payment of the par value of the Preference Shares being redeemed In order to exercise such option, the Company shall serve not less than seven days' (or such other period of notice as the Company (with Majority Shareholder Consent) shall agree in writing with the Preference Shareholders holding a majority of the Preference Shares) notice in writing on the holder or holders of such Preference Shares whose Preference Shares are to be redeemed specifying the number of Preference Shares to be redeemed, the Preference Share Redemption Amount payable thereon and the proposed date of such redemption ("Company Preference Share Redemption Date")

(c) The Company shall have the option, exercisable on or at any time after an IPO to redeem any or all of the Growth Shares upon payment of the Growth Share Redemption Amount In order to exercise such option, the Company shall serve not less than seven days (or such other period of notice as the Company (with Majority Shareholder Consent) shall agree in writing with Growth Shareholders holding a majority of the Growth Shares) notice in writing on the holder or holders of such Growth Shares where Growth Shares are to be redeemed specifying the number of Growth Shares to be redeemed, the Growth Share Redemption Amount payable thereon and the proposed date of such redemption ("Growth Share Redemption Date")

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

A separate table must be used for each class of share

# CS01 - continuation page

## Confirmation statement

**B2**

### Prescribed particulars

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 B1**.

Class of share

A2 redeemable preference (8 of 9)

Prescribed particulars

**1**

- (d) On the Holder Redemption Date, the Company Tracker Share Redemption Date, Company Preference Share Redemption Date or Company Growth Share Redemption Date (as the case may be) ("**Redemption Date**"), the registered holders of the A Tracker Shares, B Tracker Shares, Preference Shares or Growth Shares (as the case may be) to be redeemed shall be bound to deliver up to the Company the relevant certificates for cancellation, and the Company shall pay to them the redemption monies as set out in paragraph (a) relating to Redemption in respect of such A Tracker Shares, B Tracker Shares, Preference Shares or Growth Shares together with any arrears, deficiency or accruals of the Tracker Dividend or the Preference Dividend (as the case may be), and any debts arising under paragraph (e) relating to Dividends and Distributions calculated to the Redemption Date. In the absence of any direction to the contrary by the holder of the relevant A Tracker Shares, B Tracker Shares, Preference Shares or Growth Shares, any monies paid on redemption of such A Tracker Shares, B Tracker Shares, Preference Shares or Growth Shares shall relate first to the said arrears, deficiency, accruals or debts
- (e) If any certificate surrendered pursuant to paragraph (e) relating to Redemption includes any A Tracker Shares, B Tracker Shares, Preference Shares or Growth Shares not liable to be redeemed at that time the Company shall issue to the holder a fresh certificate for the balance of the A Tracker Shares, B Tracker Shares, Preference Shares or Growth Shares not so liable to be redeemed
- (f) Upon redemption of any of the Preference Shares, Preference Dividends shall cease to accrue on such Preference Shares except in respect of any Preference Share in respect of which, on due presentation of the certificate or certificates (or an indemnity in respect thereof in a form reasonably satisfactory to the Company), the Company shall have failed to tender payment to redeem such Preference Share
- (g) Upon redemption of any of the A Tracker Shares, or the B Tracker Shares, Tracker Dividends shall cease to accrue on such A Tracker Shares or B Tracker Shares (as the case may be) except in respect of any Tracker Share in respect of which, on due presentation of the certificate or certificates (or an indemnity in respect thereof in a form reasonably satisfactory to the Company) the Company shall have failed to tender payment to redeem such A Tracker Share or B Tracker Share (as the case may be)
- (h) If any holder of A Tracker Shares, B Tracker Shares, Preference Shares or Growth Shares shall fail or refuse to surrender the certificate or certificates for such A Tracker Shares, B Tracker Shares, Preference Shares or Growth Shares or shall fail or refuse to accept the redemption monies payable in respect of them, such redemption monies shall be retained and held by the Company in trust for such holder but without interest or further obligation whatever
- (i) No A Tracker Shares, B Tracker Shares, Preference Shares or Growth Shares shall be redeemed otherwise than out of distributable profits or the proceeds of a fresh issue of Shares made for the purposes of redemption or out of capital to the extent permitted by the Act

### **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

A separate table must be used for each class of share

CS01 - continuation page  
Confirmation statement

B2

Prescribed particulars

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 B1**.

Class of share

A2 redeemable preference (9 of 9)

Prescribed particulars

1

- (i) No A Tracker Shares, B Tracker Shares, Preference Shares or Growth Shares redeemed by the Company shall be capable of reissue and, on redemption of any A Tracker Shares, B Tracker Shares, Preference Shares or Growth Shares (as the case may be), the Directors may convert the authorised share capital created as a consequence of such redemption into Shares of any other class of share capital into which the authorised share capital of the Company is or may at that time be divided of a like nominal amount (as nearly as may be) as the Shares of such class then in issue or into unclassified Shares of the same nominal amount as the A Tracker Shares, B Tracker Shares, Preference Shares or Growth Shares (as the case may be)

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

A separate table must be used for each class of share

CS01 - continuation page  
Confirmation statement

B2

Prescribed particulars

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 B1**

Class of share

B1 redeemable preference (1 of 9)

Prescribed particulars

1

**VOTING** Neither the A1 redeemable preference shares of £0 9995 each in the capital of the Company (the "A1 Tracker Shares") nor the A2 redeemable preference shares of £0 0005 each in the capital of the Company (the "A2 Tracker Shares") (together the "A Tracker Shares") nor the B1 redeemable preference shares of £0 9995 each in the capital of the Company (the "B1 Tracker Shares") nor the B2 redeemable preference shares of £0 0005 each in the capital of the Company (the "B2 Tracker Shares") (together the "B Tracker Shares") (the A1 Tracker Shares, A2 Tracker Shares, B1 Tracker Shares and B2 Tracker Shares together the "Tracker Shares") nor the redeemable preference shares of £1 each in the capital of the Company ("the Preference Shares") nor the C1 convertible redeemable growth shares of £1 each in the capital of the Company (the "Growth Shares") shall confer on their holders any rights to receive notice of or to be present and speak at any general meeting of the Company or any voting rights

**DIVIDENDS AND DISTRIBUTION**

- (a) The profits of the Company in respect of any financial year shall be applied
- (i) First, in paying to the holders of the A1 Tracker Shares and the B1 Tracker Shares (pari passu as if the same constituted one class of share) a preferential dividend (the "A1/B1 Tracker Dividend") of such amount per annum as is equal to 0 0100050025 of the capital for the time being paid up or credited as paid up thereon (including any premium) to be paid half yearly on 1 June and 1 December each year, and on redemption of any A1 Tracker Shares or B1 Tracker Shares in respect of such A1 Tracker Shares or B1 Tracker Shares so redeemed. Such dividends shall rank for payment in priority to the payment of any dividend on any other class of Shares
- (ii) Second, in paying to the holders of the A2 Tracker Shares and the B2 Tracker Shares (pari passu as if the same constituted one class of share) a preferential dividend (the "A2/B2 Tracker Dividend") of such amount per annum as is equal to (X x 2,000) of the capital for the time being paid up or credited as paid up thereon (including any premium) where
- X = the difference between the Bank of England base rate from time to time (calculated on a daily basis) (expressed as a percentage) and 1 5% provided that if the Bank of England base rate as aforesaid is equal to or less than 1 5%, X = 0
- to be paid half yearly on 1 June and 1 December each year, and on redemption of any A2 Tracker Shares or B2 Tracker Shares. Such dividends shall rank for payment in priority to the payment of any dividend on any other class of Shares except an A1/B1 Tracker Dividend
- (iii) Third, in paying to the holders of the Preference Shares a preferential dividend (the "Preference Dividend") of such amount per annum as is equal to 5 5% (five and one half per cent) on the capital for the time being paid up or credited as paid up thereon (including any premium) to be paid half yearly on 1 June and 1 December each year, and on redemption of any Preference Shares in respect of such Preference Shares so redeemed. Such dividends shall rank for payment in priority to the payment of any dividend on any other class of Shares except a Tracker Dividend

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

A separate table must be used for each class of share

CS01 - continuation page  
Confirmation statement

B2

Prescribed particulars

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 B1**

Class of share

B1 redeemable preference (2 of 9)

Prescribed particulars

1

- (iv) Fourth, in paying to the holders of the Ordinary Shares such dividend (the "**Ordinary Dividend**") as the Directors shall determine, but only to the extent that there are profits available for distribution. Any Ordinary Dividend shall be paid not later than six months after the end of the relevant accounting period or within twenty eight days after the audit report on the accounts of the Company for the period is signed by the Company's auditors, whichever is earlier.
- (v) Fifth, in paying to the holders of the Growth Shares such dividend (the "**Growth Dividend**") as the Directors shall determine but with and subject to the written consent of the holders of 75% or more of the total number of Ordinary Shares in issue from time to time ("**Majority Shareholder Consent**") and only to the extent that there are profits available for distribution. Any Growth Dividend shall be paid not later than six months after the end of the relevant accounting period or within twenty eight days after the audit report on the accounts of the Company for the period is signed by the Company's auditors, whichever is earlier.
- (b) No Ordinary Dividend or Growth Dividend shall be paid in respect of any financial year of the Company unless
  - (i) all Tracker Dividends and all Preference Dividends in respect of that financial year have been paid in full or waived, and
  - (ii) all Tracker Shares and all Preference Shares which have fallen due for redemption have been redeemed, and
  - (iii) there are no arrears of any other dividends, and
  - (iv) there are no debts due but unpaid (and not waived) in respect of any current or prior financial years of the Company, in respect of any of the Tracker Shares or the Preference Shares, and in particular and without prejudice to the generality of the foregoing, any debts arising under paragraph (e) relating to Dividends and Distributions
- (c) Every dividend shall be distributed to the appropriate shareholders pro rata according to the amounts paid up or credited as paid up on the shares held by them respectively. All dividends are expressed net and shall be paid in cash.
- (d) Each of the A1/B1 Tracker Dividend and A2/B2 Tracker Dividend (together the "**Tracker Dividend**") and the Preference Dividend shall accrue on a daily basis and shall be cumulative.
- (e) Unless the Company has insufficient profits available for distribution and the Company is thereby prohibited from paying a Tracker Dividend or a Preference Dividend by the Act, each of the Tracker Dividend and the Preference Dividend shall be paid immediately on their respective due dates. Such payment shall be made notwithstanding Articles 70 to 77 inclusive of the Model Articles or any other provision of these Articles, and in particular notwithstanding that there has not been a resolution of the Company in general meeting. If they are not paid on such due dates they shall be a debt due by the Company and shall be payable in priority to any other dividend.

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.

A separate table must be used for each class of share

CS01 - continuation page  
Confirmation statement

B2

Prescribed particulars

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 B1**.

Class of share

B1 redeemable preference (3 of 9)

Prescribed particulars

1

- (f) The Company shall procure that each of its subsidiaries which has profits available for distribution shall from time to time and to the extent that it may lawfully do so declare and pay to the Company such dividends as are necessary to permit lawful and prompt payment by the Company of all and any Tracker Dividend or Preference Dividend or any redemption monies or debts due on or in respect of the Tracker Shares or Preference Shares

**CAPITAL** On a return of assets on liquidation or capital reduction or otherwise (except upon the redemption of shares of any class or the purchase by the Company of its own shares) (a "Return of Capital"), the assets of the Company remaining after the payment of its liabilities shall be applied (to the extent that the Company is lawfully able to do so) in the following order of priority

- (a) first, in paying to
- (i) the holders of the A1 Tracker Shares and the B1 Tracker Shares (par passu as if the same constituted one class of share) the par value of the A1 Tracker Shares and/or the B1 Tracker Shares held by them respectively together with a sum equal to any arrears, deficiency or accruals of any A1/B1 Tracker Dividend, or any debts arising under paragraph (e) relating to Dividends and Distributions in respect of the A1 Tracker Shares and/or B1 Tracker Shares,
  - (ii) the holders of the A2 Tracker Shares such amount as shall be equal to
    - a the par value of the A2 Tracker Shares held by them,
    - b a premium amounting to the aggregate of 10% (ten per cent) of such amount as shall be equal to 2,000 multiplied by the par value of the A2 Tracker Shares, and
    - c additional interest at the rate of 2% (two per cent) per annum accruing on a daily basis commencing 30 November 2012, such interest being payable on such amount as shall be equal to 2,000 multiplied by the par value of the A2 Tracker Shares,
 together with a sum equal to any arrears, deficiency or accruals of any A2/B2 Tracker Dividend, or any debts arising under paragraph (e) relating to Dividends and Distributions in respect of the A2 Tracker Shares calculated down to the date of the return of capital,
  - (iii) the holders of the B2 Tracker Shares such amount as shall be equal to the par value of the B2 Tracker Shares held by them together with a sum equal to any arrears, deficiency or accruals of any A2/B2 Tracker Dividend, or any debts arising under paragraph (e) relating to Dividends and Distributions in respect of the B2 Tracker Shares calculated down to the date of the Return of Capital,
- (b) second, in paying to the holders of the Preference Shares the par value of the Preference Shares held by them together with a sum equal to any arrears, deficiency, or accruals of the Preference Dividend, or any debts arising under paragraph (e) relating to Dividends and Distributions, calculated down to the date of the Return of Capital,

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

A separate table must be used for each class of share

CS01 - continuation page  
Confirmation statement

B2

Prescribed particulars

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 B1**.

Class of share

B1 redeemable preference (4 of 9)

Prescribed particulars

1

(c) third, in paying to the holders of the Ordinary Shares, from the balance of the assets of the Company remaining after (a) the payment of its liabilities and (b) making the payments referred to in Articles 9 2(a) and (b) of the Company's articles of association (the "Relevant Return of Capital Balance"), an amount determined as such by Majority Shareholder Consent prior to the issue of any C1 Growth Shares (the "C1 Hurdle Amount") in proportion to the number of Ordinary Shares held by each Ordinary Shareholder,

(d) fourth, in paying to the C1 Growth Shareholders, the value attributable to the C1 Growth Shares (as a class) in respect of a Return of Capital by application of the following formula

$$\frac{N}{55,555} \times V \times 10\%$$

where

N = the number of C4 Growth Shares in issue immediately prior to the date of the Return of Capital, and

V = the Relevant Return of Capital Balance LESS the C4 Hurdle Amount except that V shall not be less than zero (the "C1 Return of Capital Value"),

in proportion to the number of C1 Growth Shares held by each C1 Growth Shareholder

(e) fifth, in paying to the Ordinary Shareholders an amount equal to the balance of such assets in proportion to the number of Ordinary Shares held by each Ordinary Shareholder until an amount equal to £100 million in respect of each Ordinary Share in issue has been distributed,

(f) sixth, in paying the amounts paid up on each Deferred Share after repayment of £100 million per Ordinary Share, and

(g) seventh, in paying to the Ordinary Shareholders an amount equal to the balance of such assets in proportion to the number of Ordinary Shares held by each Ordinary Shareholder

REDEMPTION A holder or holders of

(i) an A1 Tracker Share or an A2 Tracker Share (as the case may be) shall, subject to the provisions of Part 18 of the Act, have the option, exercisable on, or at any time after

(A) an initial offer for the Company's securities as a result of which those securities are admitted to trading on a Stock Exchange (an "IPO"),

(B) the date on which the sale or other disposal of 50% or more of the total voting rights on the Shares is completed (a "Sale Date"), or

(C) 1 December 2022,

(ii) a B1 Tracker Share or a B2 Tracker Share (as the case may be) shall, subject to the provisions of Part 18 of the Companies Act 2006 (the "Act"), have the option, exercisable at any time,

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

A separate table must be used for each class of share

CS01 - continuation page  
Confirmation statement

B2

Prescribed particulars

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 B1**.

Class of share

B1 redeemable preference (5 of 9)

Prescribed particulars

1

(iii) a Preference Share shall, subject to the provisions of Part 18 of the Act, have the option, exercisable at any time, and

(iv) a Growth Share shall, subject to the provisions of Part 18 of the Act, have the option, exercisable on, or at any time after an IPO,

(in any such case the "Redemption Event Date") to redeem any or all of the A Tracker Shares, B Tracker Shares, Preference Shares or Growth Shares (as the case may be) upon and subject to the following terms and conditions

1 In order to exercise such option

(aa) a holder or holders of an A1 Tracker Share, an A2 Tracker Share, a Preference Share or a Growth Share (as the case may be) shall serve not less than twenty eight (28) days notice in writing, and

(bb) a holder or holders of a B1 Tracker Share or a B2 Tracker Share (as the case may be) shall serve not less than ninety (90) days notice in writing

(in each case, a "Redemption Event Notice") on the Company specifying the number of A Tracker Shares, B Tracker Shares, Preference Shares or Growth Shares (as the case may be) held by such holder or holders to be redeemed and the proposed date of such redemption (which shall be no earlier than twenty eight days after the relevant Redemption Event Date) ("Holder Redemption Date") provided that a Redemption Event Notice may not be served by a Growth Shareholder if a Growth Share Conversion Notice has already been served by such Growth Shareholder or by the Company in accordance with Article 9.7 in respect of the Growth Shares to which such Redemption Event Notice relates and if a Redemption Event Notice has already been served by a Growth Shareholder and a Growth Share Conversion Notice is served subsequently by such Growth Shareholder or by the Company in accordance with Article 9.7, such Redemption Event Notice shall be deemed to have been withdrawn and have no further effect in respect of the Growth Shares to which such Redemption Event Notice relates,

2 The Company shall redeem all of the A Tracker Shares, B Tracker Shares, Preference Shares or Growth Shares (as the case may be) set out in such Redemption Event Notice on or before the Holder Redemption Date (provided they are fully paid) and if, in accordance with Part 18 of the Act, they shall not be capable of being redeemed by the Company as required by the Redemption Event Notice, such redemption shall be effected as soon as is possible after the A Tracker Shares, B Tracker Shares, the Preference Shares or Growth Shares (as the case may be) shall have become capable of being redeemed. In the absence of any contrary agreement between all of the A Tracker Shareholders, B Tracker Shareholders and Ordinary Shareholders, any partial redemption of A Tracker Shares, B Tracker Shares or Preference Shares (as the case may be) shall be deemed to relate to the A Tracker Shares, B Tracker Shares or Preference Shares (as the case may be) falling due for redemption in inverse order of maturity, (i.e. the earliest issued falling due for redemption first)

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

A separate table must be used for each class of share

# CS01 - continuation page

Confirmation statement

**B2**

## Prescribed particulars

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 B1**

Class of share

B1 redeemable preference (6 of 9)

Prescribed particulars

1

- 3 Preference Shares shall be redeemed upon payment of the par value of the Preference Shares being redeemed, together with all Preference Dividends unpaid at any time up to the Holder Redemption Date ("**Preference Share Redemption Amount**")
- 4 A1 Tracker Shares and B1 Tracker Shares shall be redeemed upon payment of the aggregate of the par value of the A1 Tracker Shares or B1 Tracker Shares (as the case may be) being redeemed together with all a sum equal to any arrears, deficiency or accruals of any A1/B1 Tracker Dividends or any debts arising under paragraph (e) relating to Dividends and Distributions in respect of the A1 tracker Shares and/or B1 Tracker Shares calculated down to the date of the Return of Capital ("**A1/B1 Tracker Share Redemption Amount**")
- 5 A2 Tracker Shares shall be redeemed upon payment of the aggregate of
  - (aa) the par value of the A2 Tracker Shares being redeemed,
  - (bb) a premium amounting to the aggregate of 10% (ten per cent) of such amount as shall be equal to 2,000 multiplied by the par value of the A2 Tracker Shares being redeemed, and
  - (cc) additional interest at the rate of 2% (two per cent) per annum accruing on a daily basis commencing 30 November 2012, such interest being payable on such amount as shall be equal to 2,000 multiplied by the par value of the A2 Tracker Shares being redeemedtogether with all a sum equal to any arrears, deficiency or accruals of any A2/B2 Tracker Dividends or any debts arising under paragraph (e) relating to Dividends and Distributions in each case in respect of the A2 Tracker Shares calculated down to the date of the Return of Capital (the "**A2 Tracker Redemption Amount**")
- 6 B2 Tracker Shares shall be redeemed upon payment of the aggregate of the par value of the B2 Tracker Shares being redeemed together with all a sum equal to any arrears, deficiency or accruals of any A2/B2 Tracker Dividends or any debts arising under paragraph (e) relating to Dividends and Distributions in each case in respect of the B2 Tracker Shares calculated down to the date of the Return of Capital (the "**B2 Tracker Redemption Amount**")
- 7 Growth Shares shall be redeemed upon payment of the price per Growth Share that the Growth Shareholders would be entitled to receive on a Sale ("**Growth Share Redemption Amount**")

### 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

A separate table must be used for each class of share

CS01 - continuation page  
Confirmation statement

B2

Prescribed particulars

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 B1**

Class of share

B1 redeemable preference (7 of 9)

Prescribed particulars

1

- (a) The Company shall have the option, exercisable at any time to redeem any or all of the A Tracker Shares or B Tracker Shares (as the case may be) in tranches of not less than the lesser of

- (i) £1,000,000 par value (provided that, in the case of a redemption of A Tracker Shares, the same number of A2 Tracker Shares as A1 Tracker Shares are redeemed (and vice versa) and, in the case of a redemption of B Tracker Shares, the same number of B2 Tracker Shares as B1 Tracker Shares are redeemed (and vice versa), and
- (ii) the aggregate nominal amount of all of the A Tracker Shares or the B Tracker Shares being redeemed in issue

upon payment of (in the case of a redemption of A1 Tracker Shares or B1 Tracker Shares) the A1/B1 Tracker Share Redemption Amount, (in the case of a redemption of A2 Tracker Shares) the A2 Tracker Share Redemption Amount and (in the case of a redemption of B2 Tracker Shares, the B2 Tracker Share Redemption Amount) In order to exercise such option, the Company shall serve not less than seven days' (or such other period of notice as the Company (with Majority Shareholder Consent) shall agree in writing with Tracker Shareholders holding a majority of the Tracker Shares) notice in writing on the holder or holders of such Tracker Shares whose Tracker Shares are to be redeemed specifying the number of Tracker Shares to be redeemed, the A1/B1 Tracker Share Redemption Amount, or A2 Tracker Share Redemption Amount, or B2 Tracker Share Redemption Amount (as the case may be) payable thereon and the proposed date of such redemption ("Company Tracker Share Redemption Date")

- (b) The Company shall have the option, exercisable on or at any time after

- (i) an IPO, or
- (ii) a Sale Date,

to redeem any or all of the Preference Shares upon payment of the par value of the Preference Shares being redeemed In order to exercise such option, the Company shall serve not less than seven days' (or such other period of notice as the Company (with Majority Shareholder Consent) shall agree in writing with the Preference Shareholders holding a majority of the Preference Shares) notice in writing on the holder or holders of such Preference Shares whose Preference Shares are to be redeemed specifying the number of Preference Shares to be redeemed, the Preference Share Redemption Amount payable thereon and the proposed date of such redemption ("Company Preference Share Redemption Date")

- (c) The Company shall have the option, exercisable on or at any time after an IPO to redeem any or all of the Growth Shares upon payment of the Growth Share Redemption Amount In order to exercise such option, the Company shall serve not less than seven days (or such other period of notice as the Company (with Majority Shareholder Consent) shall agree in writing with Growth Shareholders holding a majority of the Growth Shares) notice in writing on the holder or holders of such Growth Shares where Growth Shares are to be redeemed specifying the number of Growth Shares to be redeemed, the Growth Share Redemption Amount payable thereon and the proposed date of such redemption ("Growth Share Redemption Date")

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

A separate table must be used for each class of share

CS01 - continuation page  
Confirmation statement

B2

Prescribed particulars

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 B1**.

Class of share

B1 redeemable preference (8 of 9)

Prescribed particulars

1

- (d) On the Holder Redemption Date, the Company Tracker Share Redemption Date, Company Preference Share Redemption Date or Company Growth Share Redemption Date (as the case may be) ("Redemption Date"), the registered holders of the A Tracker Shares, B Tracker Shares, Preference Shares or Growth Shares (as the case may be) to be redeemed shall be bound to deliver up to the Company the relevant certificates for cancellation, and the Company shall pay to them the redemption monies as set out in paragraph (a) relating to Redemption in respect of such A Tracker Shares, B Tracker Shares, Preference Shares or Growth Shares together with any arrears, deficiency or accruals of the Tracker Dividend or the Preference Dividend (as the case may be), and any debts arising under paragraph (e) relating to Dividends and Distributions calculated to the Redemption Date. In the absence of any direction to the contrary by the holder of the relevant A Tracker Shares, B Tracker Shares, Preference Shares or Growth Shares, any monies paid on redemption of such A Tracker Shares, B Tracker Shares, Preference Shares or Growth Shares shall relate first to the said arrears, deficiency, accruals or debts
- (e) If any certificate surrendered pursuant to paragraph (e) relating to Redemption includes any A Tracker Shares, B Tracker Shares, Preference Shares or Growth Shares not liable to be redeemed at that time the Company shall issue to the holder a fresh certificate for the balance of the A Tracker Shares, B Tracker Shares, Preference Shares or Growth Shares not so liable to be redeemed
- (f) Upon redemption of any of the Preference Shares, Preference Dividends shall cease to accrue on such Preference Shares except in respect of any Preference Share in respect of which, on due presentation of the certificate or certificates (or an indemnity in respect thereof in a form reasonably satisfactory to the Company), the Company shall have failed to tender payment to redeem such Preference Share
- (g) Upon redemption of any of the A Tracker Shares, or the B Tracker Shares, Tracker Dividends shall cease to accrue on such A Tracker Shares or B Tracker Shares (as the case may be) except in respect of any Tracker Share in respect of which, on due presentation of the certificate or certificates (or an indemnity in respect thereof in a form reasonably satisfactory to the Company) the Company shall have failed to tender payment to redeem such A Tracker Share or B Tracker Share (as the case may be)
- (h) If any holder of A Tracker Shares, B Tracker Shares, Preference Shares or Growth Shares shall fail or refuse to surrender the certificate or certificates for such A Tracker Shares, B Tracker Shares, Preference Shares or Growth Shares or shall fail or refuse to accept the redemption monies payable in respect of them, such redemption monies shall be retained and held by the Company in trust for such holder but without interest or further obligation whatever
- (i) No A Tracker Shares, B Tracker Shares, Preference Shares or Growth Shares shall be redeemed otherwise than out of distributable profits or the proceeds of a fresh issue of Shares made for the purposes of redemption or out of capital to the extent permitted by the Act

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

A separate table must be used for each class of share

CS01 - continuation page  
Confirmation statement

**B2**

**Prescribed particulars**

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 B1**.

Class of share

B1 redeemable preference (9 of 9)

Prescribed particulars

**1**

- (i) No A Tracker Shares, B Tracker Shares, Preference Shares or Growth Shares redeemed by the Company shall be capable of reissue and, on redemption of any A Tracker Shares, B Tracker Shares, Preference Shares or Growth Shares (as the case may be), the Directors may convert the authorised share capital created as a consequence of such redemption into Shares of any other class of share capital into which the authorised share capital of the Company is or may at that time be divided of a like nominal amount (as nearly as may be) as the Shares of such class then in issue or into unclassified Shares of the same nominal amount as the A Tracker Shares, B Tracker Shares, Preference Shares or Growth Shares (as the case may be)

**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

A separate table must be used for each class of share

CS01 - continuation page  
Confirmation statement

B2

Prescribed particulars

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 B1**

Class of share

B2 redeemable preference (1 of 9)

Prescribed particulars

1

**VOTING** Neither the A1 redeemable preference shares of £0 9995 each in the capital of the Company (the "**A1 Tracker Shares**") nor the A2 redeemable preference shares of £0 0005 each in the capital of the Company (the "**A2 Tracker Shares**") (together the "**A Tracker Shares**") nor the B1 redeemable preference shares of £0 9995 each in the capital of the Company (the "**B1 Tracker Shares**") nor the B2 redeemable preference shares of £0 0005 each in the capital of the Company (the "**B2 Tracker Shares**") (together the "**B Tracker Shares**") (the A1 Tracker Shares, A2 Tracker Shares, B1 Tracker Shares and B2 Tracker Shares together the "**Tracker Shares**") nor the redeemable preference shares of £1 each in the capital of the Company (the "**Preference Shares**") nor the C1 convertible redeemable growth shares of £1 each in the capital of the Company (the "**Growth Shares**") shall confer on their holders any rights to receive notice of or to be present and speak at any general meeting of the Company or any voting rights

**DIVIDENDS AND DISTRIBUTION**

- (a) The profits of the Company in respect of any financial year shall be applied
- (i) First, in paying to the holders of the A1 Tracker Shares and the B1 Tracker Shares (par passu as if the same constituted one class of share) a preferential dividend (the "**A1/B1 Tracker Dividend**") of such amount per annum as is equal to 0 0100050025 of the capital for the time being paid up or credited as paid up thereon (including any premium) to be paid half yearly on 1 June and 1 December each year, and on redemption of any A1 Tracker Shares or B1 Tracker Shares in respect of such A1 Tracker Shares or B1 Tracker Shares so redeemed. Such dividends shall rank for payment in priority to the payment of any dividend on any other class of Shares
  - (ii) Second, in paying to the holders of the A2 Tracker Shares and the B2 Tracker Shares (par passu as if the same constituted one class of share) a preferential dividend (the "**A2/B2 Tracker Dividend**") of such amount per annum as is equal to (X x 2,000) of the capital for the time being paid up or credited as paid up thereon (including any premium) where
 

X = the difference between the Bank of England base rate from time to time (calculated on a daily basis) (expressed as a percentage) and 1 5% provided that if the Bank of England base rate as aforesaid is equal to or less than 1 5%, X = 0

to be paid half yearly on 1 June and 1 December each year, and on redemption of any A2 Tracker Shares or B2 Tracker Shares. Such dividends shall rank for payment in priority to the payment of any dividend on any other class of Shares except an A1/B1 Tracker Dividend
  - (iii) Third, in paying to the holders of the Preference Shares a preferential dividend (the "**Preference Dividend**") of such amount per annum as is equal to 5 5% (*five and one half per cent*) on the capital for the time being paid up or credited as paid up thereon (including any premium) to be paid half yearly on 1 June and 1 December each year, and on redemption of any Preference Shares in respect of such Preference Shares so redeemed. Such dividends shall rank for payment in priority to the payment of any dividend on any other class of Shares except a Tracker Dividend

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

A separate table must be used for each class of share

# CS01 - continuation page

## Confirmation statement

**B2**

### Prescribed particulars

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 B1**.

Class of share

B2 redeemable preference (2 of 9)

Prescribed particulars

**1**

- (iv) Fourth, in paying to the holders of the Ordinary Shares such dividend (the "Ordinary Dividend") as the Directors shall determine, but only to the extent that there are profits available for distribution. Any Ordinary Dividend shall be paid not later than six months after the end of the relevant accounting period or within twenty eight days after the audit report on the accounts of the Company for the period is signed by the Company's auditors, whichever is earlier
- (v) Fifth, in paying to the holders of the Growth Shares such dividend (the "Growth Dividend") as the Directors shall determine but with and subject to the written consent of the holders of 75% or more of the total number of Ordinary Shares in issue from time to time ("Majority Shareholder Consent") and only to the extent that there are profits available for distribution. Any Growth Dividend shall be paid not later than six months after the end of the relevant accounting period or within twenty eight days after the audit report on the accounts of the Company for the period is signed by the Company's auditors, whichever is earlier
- (b) No Ordinary Dividend or Growth Dividend shall be paid in respect of any financial year of the Company unless
  - (i) all Tracker Dividends and all Preference Dividends in respect of that financial year have been paid in full or waived, and
  - (ii) all Tracker Shares and all Preference Shares which have fallen due for redemption have been redeemed, and
  - (iii) there are no arrears of any other dividends, and
  - (iv) there are no debts due but unpaid (and not waived) in respect of any current or prior financial years of the Company, in respect of any of the Tracker Shares or the Preference Shares, and in particular and without prejudice to the generality of the foregoing, any debts arising under paragraph (e) relating to Dividends and Distributions
- (c) Every dividend shall be distributed to the appropriate shareholders pro rata according to the amounts paid up or credited as paid up on the shares held by them respectively. All dividends are expressed net and shall be paid in cash
- (d) Each of the A1/B1 Tracker Dividend and A2/B2 Tracker Dividend (together the "Tracker Dividend") and the Preference Dividend shall accrue on a daily basis and shall be cumulative
- (e) Unless the Company has insufficient profits available for distribution and the Company is thereby prohibited from paying a Tracker Dividend or a Preference Dividend by the Act, each of the Tracker Dividend and the Preference Dividend shall be paid immediately on their respective due dates. Such payment shall be made notwithstanding Articles 70 to 77 inclusive of the Model Articles or any other provision of these Articles, and in particular notwithstanding that there has not been a resolution of the Company in general meeting. If they are not paid on such due dates they shall be a debt due by the Company and shall be payable in priority to any other dividend

### **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

A separate table must be used for each class of share

CS01 - continuation page  
Confirmation statement

**B2**

**Prescribed particulars**

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 B1**

Class of share

**B2 redeemable preference (3 of 9)**

Prescribed particulars

**1**

- (f) The Company shall procure that each of its subsidiaries which has profits available for distribution shall from time to time and to the extent that it may lawfully do so declare and pay to the Company such dividends as are necessary to permit lawful and prompt payment by the Company of all and any Tracker Dividend or Preference Dividend or any redemption monies or debts due on or in respect of the Tracker Shares or Preference Shares

**CAPITAL** On a return of assets on liquidation or capital reduction or otherwise (except upon the redemption of shares of any class or the purchase by the Company of its own shares) (a "Return of Capital"), the assets of the Company remaining after the payment of its liabilities shall be applied (to the extent that the Company is lawfully able to do so) in the following order of priority

- (a) first, in paying to
- (i) the holders of the A1 Tracker Shares and the B1 Tracker Shares (par passu as if the same constituted one class of share) the par value of the A1 Tracker Shares and/or the B1 Tracker Shares held by them respectively together with a sum equal to any arrears, deficiency or accruals of any A1/B1 Tracker Dividend, or any debts arising under paragraph (e) relating to Dividends and Distributions in respect of the A1 Tracker Shares and/or B1 Tracker Shares,
  - (ii) the holders of the A2 Tracker Shares such amount as shall be equal to
    - a the par value of the A2 Tracker Shares held by them,
    - b a premium amounting to the aggregate of 10% (ten per cent ) of such amount as shall be equal to 2,000 multiplied by the par value of the A2 Tracker Shares, and
    - c additional interest at the rate of 2% (two per cent ) per annum accruing on a daily basis commencing 30 November 2012, such interest being payable on such amount as shall be equal to 2,000 multiplied by the par value of the A2 Tracker Shares,
 together with a sum equal to any arrears, deficiency or accruals of any A2/B2 Tracker Dividend, or any debts arising under paragraph (e) relating to Dividends and Distributions in respect of the A2 Tracker Shares calculated down to the date of the return of capital,
  - (iii) the holders of the B2 Tracker Shares such amount as shall be equal to the par value of the B2 tracker Shares held by them together with a sum equal to any arrears, deficiency or accruals of any A2/B2 Tracker Dividend, or any debts arising under paragraph (e) relating to Dividends and Distributions in respect of the B2 Tracker Shares calculated down to the date of the Return of Capital,

- (b) second, in paying to the holders of the Preference Shares the par value of the Preference Shares held by them together with a sum equal to any arrears, deficiency, or accruals of the Preference Dividend, or any debts arising under paragraph (e) relating to Dividends and Distributions, calculated down to the date of the Return of Capital,

**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

A separate table must be used for each class of share

# CS01 - continuation page

Confirmation statement

**B2**

## Prescribed particulars

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 B1**

Class of share

B2 redeemable preference (4 of 9)

Prescribed particulars

**1**

(c) third, in paying to the holders of the Ordinary Shares, from the balance of the assets of the Company remaining after (a) the payment of its liabilities and (b) making the payments referred to in Articles 9 2(a) and (b) of the Company's articles of association (the "**Relevant Return of Capital Balance**"), an amount determined as such by Majority Shareholder Consent prior to the issue of any C1 Growth Shares (the "**C1 Hurdle Amount**") in proportion to the number of Ordinary Shares held by each Ordinary Shareholder,

(d) fourth, in paying to the C1 Growth Shareholders, the value attributable to the C1 Growth Shares (as a class) in respect of a Return of Capital by application of the following formula

$$\frac{N}{55,555} \times V \times 10\%$$

where

N = the number of C4 Growth Shares in issue immediately prior to the date of the Return of Capital, and

V = the Relevant Return of Capital Balance *LESS* the C4 Hurdle Amount except that V shall not be less than zero (the "**C1 Return of Capital Value**"),

in proportion to the number of C1 Growth Shares held by each C1 Growth Shareholder

(e) fifth, in paying to the Ordinary Shareholders an amount equal to the balance of such assets in proportion to the number of Ordinary Shares held by each Ordinary Shareholder until an amount equal to £100 million in respect of each Ordinary Share in issue has been distributed,

(f) sixth, in paying the amounts paid up on each Deferred Share after repayment of £100 million per Ordinary Share, and

(g) seventh, in paying to the Ordinary Shareholders an amount equal to the balance of such assets in proportion to the number of Ordinary Shares held by each Ordinary Shareholder

**REDEMPTION** A holder or holders of

(i) an A1 Tracker Share or an A2 Tracker Share (as the case may be) shall, subject to the provisions of Part 18 of the Act, have the option, exercisable on, or at any time after

(A) an initial offer for the Company's securities as a result of which those securities are admitted to trading on a Stock Exchange (an "**IPO**"),

(B) the date on which the sale or other disposal of 50% or more of the total voting rights on the Shares is completed (a "**Sale Date**"), or

(C) 1 December 2022,

(ii) a B1 Tracker Share or a B2 Tracker Share (as the case may be) shall, subject to the provisions of Part 18 of the Companies Act 2006 (the "**Act**"), have the option, exercisable at any time,

### **1 Prescribed particulars of rights attached to shares**

The particulars are

- particulars of any voting rights, including rights that arise only in certain circumstances,
- particulars of any rights, as respects dividends, to participate in a distribution,
- particulars of any rights, as respects capital, to participate in a distribution (including on winding up), and
- whether the shares are to be redeemed or are liable to be redeemed at the option of the company or the shareholder

A separate table must be used for each class of share

CS01 - continuation page  
Confirmation statement

B2

Prescribed particulars

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 B1**.

Class of share

B2 redeemable preference (5 of 9)

Prescribed particulars

1

(iii) a Preference Share shall, subject to the provisions of Part 18 of the Act, have the option, exercisable at any time, and

(iv) a Growth Share shall, subject to the provisions of Part 18 of the Act, have the option, exercisable on, or at any time after an IPO,

(in any such case the "Redemption Event Date") to redeem any or all of the A Tracker Shares, B Tracker Shares, Preference Shares or Growth Shares (as the case may be) upon and subject to the following terms and conditions

1 In order to exercise such option

(aa) a holder or holders of an A1 Tracker Share an A2 Tracker Share, a Preference Share or a Growth Share (as the case may be) shall serve not less than twenty eight (28) days notice in writing, and

(bb) a holder or holders of a B1 Tracker Share or a B2 Tracker Share (as the case may be) shall serve not less than ninety (90) days notice in writing

(in each case, a "Redemption Event Notice") on the Company specifying the number of A Tracker Shares, B Tracker Shares, Preference Shares or Growth Shares (as the case may be) held by such holder or holders to be redeemed and the proposed date of such redemption (which shall be no earlier than twenty eight days after the relevant Redemption Event Date) ("Holder Redemption Date") provided that a Redemption Event Notice may not be served by a Growth Shareholder if a Growth Share Conversion Notice has already been served by such Growth Shareholder or by the Company in accordance with Article 9.7 in respect of the Growth Shares to which such Redemption Event Notice relates and if a Redemption Event Notice has already been served by a Growth Shareholder and a Growth Share Conversion Notice is served subsequently by such Growth Shareholder or by the Company in accordance with Article 9.7, such Redemption Event Notice shall be deemed to have been withdrawn and have no further effect in respect of the Growth Shares to which such Redemption Event Notice relates,

2 The Company shall redeem all of the A Tracker Shares, B Tracker Shares, Preference Shares or Growth Shares (as the case may be) set out in such Redemption Event Notice on or before the Holder Redemption Date (provided they are fully paid) and if, in accordance with Part 18 of the Act, they shall not be capable of being redeemed by the Company as required by the Redemption Event Notice, such redemption shall be effected as soon as is possible after the A Tracker Shares, B Tracker Shares, the Preference Shares or Growth Shares (as the case may be) shall have become capable of being redeemed. In the absence of any contrary agreement between all of the A Tracker Shareholders, B Tracker Shareholders and Ordinary Shareholders, any partial redemption of A Tracker Shares, B Tracker Shares or Preference Shares (as the case may be) shall be deemed to relate to the A Tracker Shares, B Tracker Shares or Preference Shares (as the case may be) falling due for redemption in inverse order of maturity, (i.e. the earliest issued falling due for redemption first)

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

A separate table must be used for each class of share

# CS01 - continuation page

Confirmation statement

**B2**

## Prescribed particulars

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 B1**

Class of share

B2 redeemable preference (6 of 9)

Prescribed particulars

**1**

- 3 Preference Shares shall be redeemed upon payment of the par value of the Preference Shares being redeemed, together with all Preference Dividends unpaid at any time up to the Holder Redemption Date ("Preference Share Redemption Amount")
- 4 A1 Tracker Shares and B1 Tracker Shares shall be redeemed upon payment of the aggregate of the par value of the A1 Tracker Shares or B1 Tracker Shares (as the case may be) being redeemed together with all a sum equal to any arrears, deficiency or accruals of any A1/B1 Tracker Dividends or any debts arising under paragraph (e) relating to Dividends and Distributions in respect of the A1 tracker Shares and/or B1 Tracker Shares calculated down to the date of the Return of Capital ("A1/B1 Tracker Share Redemption Amount")
- 5 A2 Tracker Shares shall be redeemed upon payment of the aggregate of
  - (aa) the par value of the A2 Tracker Shares being redeemed,
  - (bb) a premium amounting to the aggregate of 10% (ten per cent) of such amount as shall be equal to 2,000 multiplied by the par value of the A2 Tracker Shares being redeemed, and
  - (cc) additional interest at the rate of 2% (two per cent) per annum accruing on a daily basis commencing 30 November 2012, such interest being payable on such amount as shall be equal to 2,000 multiplied by the par value of the A2 Tracker Shares being redeemed
 together with all a sum equal to any arrears, deficiency or accruals of any A2/B2 Tracker Dividends or any debts arising under paragraph (e) relating to Dividends and Distributions in each case in respect of the A2 Tracker Shares calculated down to the date of the Return of Capital (the "A2 Tracker Redemption Amount")
- 6 B2 Tracker Shares shall be redeemed upon payment of the aggregate of the par value of the B2 Tracker Shares being redeemed together with all a sum equal to any arrears, deficiency or accruals of any A2/B2 Tracker Dividends or any debts arising under paragraph (e) relating to Dividends and Distributions in each case in respect of the B2 Tracker Shares calculated down to the date of the Return of Capital (the "B2 Tracker Redemption Amount")
- 7 Growth Shares shall be redeemed upon payment of the price per Growth Share that the Growth Shareholders would be entitled to receive on a Sale ("Growth Share Redemption Amount")

### **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

A separate table must be used for each class of share

# CS01 - continuation page

## Confirmation statement

**B2**

### Prescribed particulars

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 B1**

Class of share

B2 redeemable preference (7 of 9)

Prescribed particulars

**1**

(a) The Company shall have the option, exercisable at any time to redeem any or all of the A Tracker Shares or B Tracker Shares (as the case may be) in tranches of not less than the lesser of

(i) £1,000,000 par value (provided that, in the case of a redemption of A Tracker Shares, the same number of A2 Tracker Shares as A1 Tracker Shares are redeemed (and vice versa) and, in the case of a redemption of B Tracker Shares, the same number of B2 Tracker Shares as B1 Tracker Shares are redeemed (and vice versa), and

(ii) the aggregate nominal amount of all of the A Tracker Shares or the B Tracker Shares being redeemed in issue

upon payment of (in the case of a redemption of A1 Tracker Shares or B1 Tracker Shares) the A1/B1 Tracker Share Redemption Amount, (in the case of a redemption of A2 Tracker Shares) the A2 Tracker Share Redemption Amount and (in the case of a redemption of B2 Tracker Shares, the B2 Tracker Share Redemption Amount) In order to exercise such option, the Company shall serve not less than seven days' (or such other period of notice as the Company (with Majority Shareholder Consent) shall agree in writing with Tracker Shareholders holding a majority of the Tracker Shares) notice in writing on the holder or holders of such Tracker Shares whose Tracker Shares are to be redeemed specifying the number of Tracker Shares to be redeemed, the A1/B1 Tracker Share Redemption Amount, or A2 Tracker Share Redemption Amount, or B2 Tracker Share Redemption Amount (as the case may be) payable thereon and the proposed date of such redemption ("Company Tracker Share Redemption Date")

(b) The Company shall have the option, exercisable on or at any time after

(i) an IPO, or

(ii) a Sale Date,

to redeem any or all of the Preference Shares upon payment of the par value of the Preference Shares being redeemed In order to exercise such option, the Company shall serve not less than seven days' (or such other period of notice as the Company (with Majority Shareholder Consent) shall agree in writing with the Preference Shareholders holding a majority of the Preference Shares) notice in writing on the holder or holders of such Preference Shares whose Preference Shares are to be redeemed specifying the number of Preference Shares to be redeemed, the Preference Share Redemption Amount payable thereon and the proposed date of such redemption ("Company Preference Share Redemption Date")

(c) The Company shall have the option, exercisable on or at any time after an IPO to redeem any or all of the Growth Shares upon payment of the Growth Share Redemption Amount In order to exercise such option, the Company shall serve not less than seven days (or such other period of notice as the Company (with Majority Shareholder Consent) shall agree in writing with Growth Shareholders holding a majority of the Growth Shares) notice in writing on the holder or holders of such Growth Shares where Growth Shares are to be redeemed specifying the number of Growth Shares to be redeemed, the Growth Share Redemption Amount payable thereon and the proposed date of such redemption ("Growth Share Redemption Date")

### **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

A separate table must be used for each class of share

CS01 - continuation page  
Confirmation statement

**B2**

**Prescribed particulars**

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 B1**

Class of share

B2 redeemable preference (8 of 9)

Prescribed particulars

1

- (d) On the Holder Redemption Date, the Company Tracker Share Redemption Date, Company Preference Share Redemption Date or Company Growth Share Redemption Date (as the case may be) ("Redemption Date"), the registered holders of the A Tracker Shares, B Tracker Shares, Preference Shares or Growth Shares (as the case may be) to be redeemed shall be bound to deliver up to the Company the relevant certificates for cancellation, and the Company shall pay to them the redemption monies as set out in paragraph (a) relating to Redemption in respect of such A Tracker Shares, B Tracker Shares, Preference Shares or Growth Shares together with any arrears, deficiency or accruals of the Tracker Dividend or the Preference Dividend (as the case may be), and any debts arising under paragraph (e) relating to Dividends and Distributions calculated to the Redemption Date. In the absence of any direction to the contrary by the holder of the relevant A Tracker Shares, B Tracker Shares, Preference Shares or Growth Shares, any monies paid on redemption of such A Tracker Shares, B Tracker Shares, Preference Shares or Growth Shares shall relate first to the said arrears, deficiency, accruals or debts
- (e) If any certificate surrendered pursuant to paragraph (e) relating to Redemption includes any A Tracker Shares, B Tracker Shares, Preference Shares or Growth Shares not liable to be redeemed at that time the Company shall issue to the holder a fresh certificate for the balance of the A Tracker Shares, B Tracker Shares, Preference Shares or Growth Shares not so liable to be redeemed
- (f) Upon redemption of any of the Preference Shares, Preference Dividends shall cease to accrue on such Preference Shares except in respect of any Preference Share in respect of which, on due presentation of the certificate or certificates (or an indemnity in respect thereof in a form reasonably satisfactory to the Company), the Company shall have failed to tender payment to redeem such Preference Share
- (g) Upon redemption of any of the A Tracker Shares, or the B Tracker Shares, Tracker Dividends shall cease to accrue on such A Tracker Shares or B Tracker Shares (as the case may be) except in respect of any Tracker Share in respect of which, on due presentation of the certificate or certificates (or an indemnity in respect thereof in a form reasonably satisfactory to the Company) the Company shall have failed to tender payment to redeem such A Tracker Share or B Tracker Share (as the case may be)
- (h) If any holder of A Tracker Shares, B Tracker Shares, Preference Shares or Growth Shares shall fail or refuse to surrender the certificate or certificates for such A Tracker Shares, B Tracker Shares, Preference Shares or Growth Shares or shall fail or refuse to accept the redemption monies payable in respect of them, such redemption monies shall be retained and held by the Company in trust for such holder but without interest or further obligation whatever
- (i) No A Tracker Shares, B Tracker Shares, Preference Shares or Growth Shares shall be redeemed otherwise than out of distributable profits or the proceeds of a fresh issue of Shares made for the purposes of redemption or out of capital to the extent permitted by the Act

**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

A separate table must be used for each class of share

# CS01 - continuation page

## Confirmation statement

**B2**

### Prescribed particulars

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 B1**

Class of share

B2 redeemable preference (9 of 9)

Prescribed particulars

**1**

(i) No A Tracker Shares, B Tracker Shares, Preference Shares or Growth Shares redeemed by the Company shall be capable of reissue and, on redemption of any A Tracker Shares, B Tracker Shares, Preference Shares or Growth Shares (as the case may be), the Directors may convert the authorised share capital created as a consequence of such redemption into Shares of any other class of share capital into which the authorised share capital of the Company is or may at that time be divided of a like nominal amount (as nearly as may be) as the Shares of such class then in issue or into unclassified Shares of the same nominal amount as the A Tracker Shares, B Tracker Shares, Preference Shares or Growth Shares (as the case may be)

### **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

A separate table must be used for each class of share

# CS01 - continuation page

Confirmation statement

**B2**

## Prescribed particulars

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 B1**

Class of share

C1 Convertible Redeemable Growth (1 of 9)

Prescribed particulars

**1**

**VOTING** Neither the A1 redeemable preference shares of £0 9995 each in the capital of the Company (the "A1 Tracker Shares") nor the A2 redeemable preference shares of £0 0005 each in the capital of the Company (the "A2 Tracker Shares") (together the "A Tracker Shares") nor the B1 redeemable preference shares of £0 9995 each in the capital of the Company (the "B1 Tracker Shares") nor the B2 redeemable preference shares of £0 0005 each in the capital of the Company (the "B2 Tracker Shares") (together the "B Tracker Shares") (the A1 Tracker Shares, A2 Tracker Shares, B1 Tracker Shares and B2 Tracker Shares together the "Tracker Shares") nor the redeemable preference shares of £1 each in the capital of the Company ("the Preference Shares") nor the C1 convertible redeemable growth shares of £1 each in the capital of the Company (the "Growth Shares") shall confer on their holders any rights to receive notice of or to be present and speak at any general meeting of the Company or any voting rights

### DIVIDENDS AND DISTRIBUTION

(a) The profits of the Company in respect of any financial year shall be applied

(i) First, in paying to the holders of the A1 Tracker Shares and the B1 Tracker Shares (pari passu as if the same constituted one class of share) a preferential dividend (the "A1/B1 Tracker Dividend") of such amount per annum as is equal to 0 0100050025 of the capital for the time being paid up or credited as paid up thereon (including any premium) to be paid half yearly on 1 June and 1 December each year, and on redemption of any A1 Tracker Shares or B1 Tracker Shares in respect of such A1 Tracker Shares or B1 Tracker Shares so redeemed. Such dividends shall rank for payment in priority to the payment of any dividend on any other class of Shares

(ii) Second, in paying to the holders of the A2 Tracker Shares and the B2 Tracker Shares (pari passu as if the same constituted one class of share) a preferential dividend (the "A2/B2 Tracker Dividend") of such amount per annum as is equal to (X x 2,000) of the capital for the time being paid up or credited as paid up thereon (including any premium) where

X = the difference between the Bank of England base rate from time to time (calculated on a daily basis) (expressed as a percentage) and 1 5% provided that if the Bank of England base rate as aforesaid is equal to or less than 1 5%, X = 0

to be paid half yearly on 1 June and 1 December each year, and on redemption of any A2 Tracker Shares or B2 Tracker Shares. Such dividends shall rank for payment in priority to the payment of any dividend on any other class of Shares except an A1/B1 Tracker Dividend

(iii) Third, in paying to the holders of the Preference Shares a preferential dividend (the "Preference Dividend") of such amount per annum as is equal to 5 5% (five and one half per cent) on the capital for the time being paid up or credited as paid up thereon (including any premium) to be paid half yearly on 1 June and 1 December each year, and on redemption of any Preference Shares in respect of such Preference Shares so redeemed. Such dividends shall rank for payment in priority to the payment of any dividend on any other class of Shares except a Tracker Dividend

### **1 Prescribed particulars of rights attached to shares**

The particulars are

- particulars of any voting rights, including rights that arise only in certain circumstances,
- particulars of any rights, as respects dividends, to participate in a distribution,
- particulars of any rights, as respects capital, to participate in a distribution (including on winding up), and
- whether the shares are to be redeemed or are liable to be redeemed at the option of the company or the shareholder

A separate table must be used for each class of share

CS01 - continuation page  
Confirmation statement

B2

Prescribed particulars

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 B1**.

Class of share

C1 Convertible Redeemable Growth (2 of 9)

Prescribed particulars

1

- (iv) Fourth, in paying to the holders of the Ordinary Shares such dividend (the "Ordinary Dividend") as the Directors shall determine, but only to the extent that there are profits available for distribution. Any Ordinary Dividend shall be paid not later than six months after the end of the relevant accounting period or within twenty eight days after the audit report on the accounts of the Company for the period is signed by the Company's auditors, whichever is earlier
- (v) Fifth, in paying to the holders of the Growth Shares such dividend (the "Growth Dividend") as the Directors shall determine but with and subject to the written consent of the holders of 75% or more of the total number of Ordinary Shares in issue from time to time ("Majority Shareholder Consent") and only to the extent that there are profits available for distribution. Any Growth Dividend shall be paid not later than six months after the end of the relevant accounting period or within twenty eight days after the audit report on the accounts of the Company for the period is signed by the Company's auditors, whichever is earlier
- (b) No Ordinary Dividend or Growth Dividend shall be paid in respect of any financial year of the Company unless
  - (i) all Tracker Dividends and all Preference Dividends in respect of that financial year have been paid in full or waived, and
  - (ii) all Tracker Shares and all Preference Shares which have fallen due for redemption have been redeemed, and
  - (iii) there are no arrears of any other dividends, and
  - (iv) there are no debts due but unpaid (and not waived) in respect of any current or prior financial years of the Company, in respect of any of the Tracker Shares or the Preference Shares, and in particular and without prejudice to the generality of the foregoing, any debts arising under paragraph (e) relating to Dividends and Distributions
- (c) Every dividend shall be distributed to the appropriate shareholders pro rata according to the amounts paid up or credited as paid up on the shares held by them respectively. All dividends are expressed net and shall be paid in cash
- (d) Each of the A1/B1 Tracker Dividend and A2/B2 Tracker Dividend (together the "Tracker Dividend") and the Preference Dividend shall accrue on a daily basis and shall be cumulative
- (e) Unless the Company has insufficient profits available for distribution and the Company is thereby prohibited from paying a Tracker Dividend or a Preference Dividend by the Act, each of the Tracker Dividend and the Preference Dividend shall be paid immediately on their respective due dates. Such payment shall be made notwithstanding Articles 70 to 77 inclusive of the Model Articles or any other provision of these Articles, and in particular notwithstanding that there has not been a resolution of the Company in general meeting. If they are not paid on such due dates they shall be a debt due by the Company and shall be payable in priority to any other dividend

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

A separate table must be used for each class of share

# CS01 - continuation page

## Confirmation statement

**B2**

### Prescribed particulars

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 B1**.

Class of share

C1 Convertible Redeemable Growth (3 of 9)

Prescribed particulars

1

- (f) The Company shall procure that each of its subsidiaries which has profits available for distribution shall from time to time and to the extent that it may lawfully do so declare and pay to the Company such dividends as are necessary to permit lawful and prompt payment by the Company of all and any Tracker Dividend or Preference Dividend or any redemption monies or debts due on or in respect of the Tracker Shares or Preference Shares

**CAPITAL** On a return of assets on liquidation or capital reduction or otherwise (except upon the redemption of shares of any class or the purchase by the Company of its own shares) (a "Return of Capital"), the assets of the Company remaining after the payment of its liabilities shall be applied (to the extent that the Company is lawfully able to do so) in the following order of priority

- (a) first, in paying to

- (i) the holders of the A1 Tracker Shares and the B1 Tracker Shares (par passu as if the same constituted one class of share) the par value of the A1 Tracker Shares and/or the B1 Tracker Shares held by them respectively together with a sum equal to any arrears, deficiency or accruals of any A1/B1 Tracker Dividend, or any debts arising under paragraph (e) relating to Dividends and Distributions in respect of the A1 Tracker Shares and/or B1 Tracker Shares,

- (ii) the holders of the A2 Tracker Shares such amount as shall be equal to

- a the par value of the A2 Tracker Shares held by them,
- b a premium amounting to the aggregate of 10% (ten per cent) of such amount as shall be equal to 2,000 multiplied by the par value of the A2 Tracker Shares, and
- c additional interest at the rate of 2% (two per cent) per annum accruing on a daily basis commencing 30 November 2012, such interest being payable on such amount as shall be equal to 2,000 multiplied by the par value of the A2 Tracker Shares,

together with a sum equal to any arrears, deficiency or accruals of any A2/B2 Tracker Dividend, or any debts arising under paragraph (e) relating to Dividends and Distributions in respect of the A2 Tracker Shares calculated down to the date of the return of capital,

- (iii) the holders of the B2 Tracker Shares such amount as shall be equal to the par value of the B2 tracker Shares held by them together with a sum equal to any arrears, deficiency or accruals of any A2/B2 Tracker Dividend, or any debts arising under paragraph (e) relating to Dividends and Distributions in respect of the B2 Tracker Shares calculated down to the date of the Return of Capital,

- (b) second, in paying to the holders of the Preference Shares the par value of the Preference Shares held by them together with a sum equal to any arrears, deficiency, or accruals of the Preference Dividend, or any debts arising under paragraph (e) relating to Dividends and Distributions, calculated down to the date of the Return of Capital,

#### 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

A separate table must be used for each class of share

CS01 - continuation page  
Confirmation statement

B2

Prescribed particulars

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 B1**.

Class of share

C1 Convertible Redeemable Growth (4 of 9)

Prescribed particulars

1

- (c) third, in paying to the holders of the Ordinary Shares, from the balance of the assets of the Company remaining after (a) the payment of its liabilities and (b) making the payments referred to in Articles 9 2(a) and (b) of the Company's articles of association (the "**Relevant Return of Capital Balance**"), an amount determined as such by Majority Shareholder Consent prior to the issue of any C1 Growth Shares (the "**C1 Hurdle Amount**") in proportion to the number of Ordinary Shares held by each Ordinary Shareholder,
- (d) fourth, in paying to the C1 Growth Shareholders, the value attributable to the C1 Growth Shares (as a class) in respect of a Return of Capital by application of the following formula
- $$\frac{N}{55,555} \times V \times 10\%$$
- where
- N = the number of C4 Growth Shares in issue immediately prior to the date of the Return of Capital, and
- V = the Relevant Return of Capital Balance *LESS* the C4 Hurdle Amount except that V shall not be less than zero (the "**C1 Return of Capital Value**"),
- in proportion to the number of C1 Growth Shares held by each C1 Growth Shareholder
- (e) fifth, in paying to the Ordinary Shareholders an amount equal to the balance of such assets in proportion to the number of Ordinary Shares held by each Ordinary Shareholder until an amount equal to £100 million in respect of each Ordinary Share in issue has been distributed,
- (f) sixth, in paying the amounts paid up on each Deferred Share after repayment of £100 million per Ordinary Share, and
- (g) seventh, in paying to the Ordinary Shareholders an amount equal to the balance of such assets in proportion to the number of Ordinary Shares held by each Ordinary Shareholder

**REDEMPTION** A holder or holders of

- (i) an A1 Tracker Share or an A2 Tracker Share (as the case may be) shall, subject to the provisions of Part 18 of the Act, have the option, exercisable on, or at any time after
- (A) an initial offer for the Company's securities as a result of which those securities are admitted to trading on a Stock Exchange (an "**IPO**"),
  - (B) the date on which the sale or other disposal of 50% or more of the total voting rights on the Shares is completed (a "**Sale Date**"), or
  - (C) 1 December 2022,
- (ii) a B1 Tracker Share or a B2 Tracker Share (as the case may be) shall, subject to the provisions of Part 18 of the Companies Act 2006 (the "**Act**"), have the option, exercisable at any time,

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

A separate table must be used for each class of share

# CS01 - continuation page

Confirmation statement

**B2**

## Prescribed particulars

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 B1**.

Class of share

C1 Convertible Redeemable Growth (5 of 9)

Prescribed particulars

**1**

(iii) a Preference Share shall, subject to the provisions of Part 18 of the Act, have the option, exercisable at any time, and

(iv) a Growth Share shall, subject to the provisions of Part 18 of the Act, have the option, exercisable on, or at any time after an IPO,

(in any such case the "Redemption Event Date") to redeem any or all of the A Tracker Shares, B Tracker Shares, Preference Shares or Growth Shares (as the case may be) upon and subject to the following terms and conditions

1 In order to exercise such option

(aa) a holder or holders of an A1 Tracker Share, an A2 Tracker Share, a Preference Share or a Growth Share (as the case may be) shall serve not less than twenty eight (28) days notice in writing, and

(bb) a holder or holders of a B1 Tracker Share or a B2 Tracker Share (as the case may be) shall serve not less than ninety (90) days notice in writing

(in each case, a "Redemption Event Notice") on the Company specifying the number of A Tracker Shares, B Tracker Shares, Preference Shares or Growth Shares (as the case may be) held by such holder or holders to be redeemed and the proposed date of such redemption (which shall be no earlier than twenty eight days after the relevant Redemption Event Date) ("Holder Redemption Date") provided that a Redemption Event Notice may not be served by a Growth Shareholder if a Growth Share Conversion Notice has already been served by such Growth Shareholder or by the Company in accordance with Article 9.7 in respect of the Growth Shares to which such Redemption Event Notice relates and if a Redemption Event Notice has already been served by a Growth Shareholder and a Growth Share Conversion Notice is served subsequently by such Growth Shareholder or by the Company in accordance with Article 9.7, such Redemption Event Notice shall be deemed to have been withdrawn and have no further effect in respect of the Growth Shares to which such Redemption Event Notice relates,

2 The Company shall redeem all of the A Tracker Shares, B Tracker Shares, Preference Shares or Growth Shares (as the case may be) set out in such Redemption Event Notice on or before the Holder Redemption Date (provided they are fully paid) and if, in accordance with Part 18 of the Act, they shall not be capable of being redeemed by the Company as required by the Redemption Event Notice, such redemption shall be effected as soon as is possible after the A Tracker Shares, B Tracker Shares, the Preference Shares or Growth Shares (as the case may be) shall have become capable of being redeemed. In the absence of any contrary agreement between all of the A Tracker Shareholders, B Tracker Shareholders and Ordinary Shareholders any partial redemption of A Tracker Shares, B Tracker Shares or Preference Shares (as the case may be) shall be deemed to relate to the A Tracker Shares, B Tracker Shares or Preference Shares (as the case may be) falling due for redemption in inverse order of maturity, (i.e. the earliest issued falling due for redemption first)

### **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

A separate table must be used for each class of share

# CS01 - continuation page

Confirmation statement

**B2**

## Prescribed particulars

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 B1**

Class of share

C1 Convertible Redeemable Growth (6 of 9)

Prescribed particulars

**1**

- 3 Preference Shares shall be redeemed upon payment of the par value of the Preference Shares being redeemed, together with all Preference Dividends unpaid at any time up to the Holder Redemption Date ("Preference Share Redemption Amount")
- 4 A1 Tracker Shares and B1 Tracker Shares shall be redeemed upon payment of the aggregate of the par value of the A1 Tracker Shares or B1 Tracker Shares (as the case may be) being redeemed together with all a sum equal to any arrears, deficiency or accruals of any A1/B1 Tracker Dividends or any debts arising under paragraph (e) relating to Dividends and Distributions in respect of the A1 tracker Shares and/or B1 Tracker Shares calculated down to the date of the Return of Capital ("A1/B1 Tracker Share Redemption Amount")
- 5 A2 Tracker Shares shall be redeemed upon payment of the aggregate of
  - (aa) the par value of the A2 Tracker Shares being redeemed,
  - (bb) a premium amounting to the aggregate of 10% (ten per cent) of such amount as shall be equal to 2,000 multiplied by the par value of the A2 Tracker Shares being redeemed, and
  - (cc) additional interest at the rate of 2% (two per cent) per annum accruing on a daily basis commencing 30 November 2012, such interest being payable on such amount as shall be equal to 2,000 multiplied by the par value of the A2 Tracker Shares being redeemedtogether with all a sum equal to any arrears, deficiency or accruals of any A2/B2 Tracker Dividends or any debts arising under paragraph (e) relating to Dividends and Distributions in each case in respect of the A2 Tracker Shares calculated down to the date of the Return of Capital (the "A2 Tracker Redemption Amount")
- 6 B2 Tracker Shares shall be redeemed upon payment of the aggregate of the par value of the B2 Tracker Shares being redeemed together with all a sum equal to any arrears, deficiency or accruals of any A2/B2 Tracker Dividends or any debts arising under paragraph (e) relating to Dividends and Distributions in each case in respect of the B2 Tracker Shares calculated down to the date of the Return of Capital (the "B2 Tracker Redemption Amount")
- 7 Growth Shares shall be redeemed upon payment of the price per Growth Share that the Growth Shareholders would be entitled to receive on a Sale ("Growth Share Redemption Amount")

### **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

A separate table must be used for each class of share

# CS01 - continuation page

Confirmation statement

**B2**

## Prescribed particulars

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 B1**.

Class of share

C1 Convertible Redeemable Growth (7 of 9)

Prescribed particulars

**1**

(a) The Company shall have the option, exercisable at any time to redeem any or all of the A Tracker Shares or B Tracker Shares (as the case may be) in tranches of not less than the lesser of

(i) £1,000,000 par value (provided that, in the case of a redemption of A Tracker Shares, the same number of A2 Tracker Shares as A1 Tracker Shares are redeemed (and vice versa) and, in the case of a redemption of B Tracker Shares, the same number of B2 Tracker Shares as B1 Tracker Shares are redeemed (and vice versa), and

(ii) the aggregate nominal amount of all of the A Tracker Shares or the B Tracker Shares being redeemed in issue

upon payment of (in the case of a redemption of A1 Tracker Shares or B1 Tracker Shares) the A1/B1 Tracker Share Redemption Amount, (in the case of a redemption of A2 Tracker Shares) the A2 Tracker Share Redemption Amount and (in the case of a redemption of B2 Tracker Shares, the B2 Tracker Share Redemption Amount) In order to exercise such option, the Company shall serve not less than seven days' (or such other period of notice as the Company (with Majority Shareholder Consent) shall agree in writing with Tracker Shareholders holding a majority of the Tracker Shares) notice in writing on the holder or holders of such Tracker Shares whose Tracker Shares are to be redeemed specifying the number of Tracker Shares to be redeemed, the A1/B1 Tracker Share Redemption Amount, or A2 Tracker Share Redemption Amount, or B2 Tracker Share Redemption Amount (as the case may be) payable thereon and the proposed date of such redemption ("Company Tracker Share Redemption Date")

(b) The Company shall have the option, exercisable on or at any time after

(i) an IPO, or

(ii) a Sale Date,

to redeem any or all of the Preference Shares upon payment of the par value of the Preference Shares being redeemed In order to exercise such option, the Company shall serve not less than seven days' (or such other period of notice as the Company (with Majority Shareholder Consent) shall agree in writing with the Preference Shareholders holding a majority of the Preference Shares) notice in writing on the holder or holders of such Preference Shares whose Preference Shares are to be redeemed specifying the number of Preference Shares to be redeemed, the Preference Share Redemption Amount payable thereon and the proposed date of such redemption ("Company Preference Share Redemption Date")

(c) The Company shall have the option, exercisable on or at any time after an IPO to redeem any or all of the Growth Shares upon payment of the Growth Share Redemption Amount In order to exercise such option, the Company shall serve not less than seven days (or such other period of notice as the Company (with Majority Shareholder Consent) shall agree in writing with Growth Shareholders holding a majority of the Growth Shares) notice in writing on the holder or holders of such Growth Shares where Growth Shares are to be redeemed specifying the number of Growth Shares to be redeemed, the Growth Share Redemption Amount payable thereon and the proposed date of such redemption ("Growth Share Redemption Date")

### **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

A separate table must be used for each class of share

# CS01 - continuation page

Confirmation statement

**B2**

## Prescribed particulars

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 B1**

Class of share

C1 Convertible Redeemable Growth (8 of 9)

Prescribed particulars

**1**

- (d) On the Holder Redemption Date, the Company Tracker Share Redemption Date, Company Preference Share Redemption Date or Company Growth Share Redemption Date (as the case may be) ("**Redemption Date**"), the registered holders of the A Tracker Shares, B Tracker Shares, Preference Shares or Growth Shares (as the case may be) to be redeemed shall be bound to deliver up to the Company the relevant certificates for cancellation, and the Company shall pay to them the redemption monies as set out in paragraph (a) relating to Redemption in respect of such A Tracker Shares, B Tracker Shares, Preference Shares or Growth Shares together with any arrears, deficiency or accruals of the Tracker Dividend or the Preference Dividend (as the case may be), and any debts arising under paragraph (e) relating to Dividends and Distributions calculated to the Redemption Date. In the absence of any direction to the contrary by the holder of the relevant A Tracker Shares, B Tracker Shares, Preference Shares or Growth Shares, any monies paid on redemption of such A Tracker Shares, B Tracker Shares, Preference Shares or Growth Shares shall relate first to the said arrears, deficiency, accruals or debts
- (e) If any certificate surrendered pursuant to paragraph (e) relating to Redemption includes any A Tracker Shares, B Tracker Shares, Preference Shares or Growth Shares not liable to be redeemed at that time the Company shall issue to the holder a fresh certificate for the balance of the A Tracker Shares, B Tracker Shares, Preference Shares or Growth Shares not so liable to be redeemed
- (f) Upon redemption of any of the Preference Shares, Preference Dividends shall cease to accrue on such Preference Shares except in respect of any Preference Share in respect of which, on due presentation of the certificate or certificates (or an indemnity in respect thereof in a form reasonably satisfactory to the Company), the Company shall have failed to tender payment to redeem such Preference Share
- (g) Upon redemption of any of the A Tracker Shares, or the B Tracker Shares, Tracker Dividends shall cease to accrue on such A Tracker Shares or B Tracker Shares (as the case may be) except in respect of any Tracker Share in respect of which, on due presentation of the certificate or certificates (or an indemnity in respect thereof in a form reasonably satisfactory to the Company) the Company shall have failed to tender payment to redeem such A Tracker Share or B Tracker Share (as the case may be)
- (h) If any holder of A Tracker Shares, B Tracker Shares, Preference Shares or Growth Shares shall fail or refuse to surrender the certificate or certificates for such A Tracker Shares, B Tracker Shares, Preference Shares or Growth Shares or shall fail or refuse to accept the redemption monies payable in respect of them, such redemption monies shall be retained and held by the Company in trust for such holder but without interest or further obligation whatever
- (i) No A Tracker Shares, B Tracker Shares, Preference Shares or Growth Shares shall be redeemed otherwise than out of distributable profits or the proceeds of a fresh issue of Shares made for the purposes of redemption or out of capital to the extent permitted by the Act

### **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

A separate table must be used for each class of share

# CS01 - continuation page

Confirmation statement

**B2**

## Prescribed particulars

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 B1**

Class of share

C1 Convertible Redeemable Growth (9 of 9)

Prescribed particulars

**1**

- (i) No A Tracker Shares, B Tracker Shares, Preference Shares or Growth Shares redeemed by the Company shall be capable of reissue and, on redemption of any A Tracker Shares, B Tracker Shares, Preference Shares or Growth Shares (as the case may be), the Directors may convert the authorised share capital created as a consequence of such redemption into Shares of any other class of share capital into which the authorised share capital of the Company is or may at that time be divided of a like nominal amount (as nearly as may be) as the Shares of such class then in issue or into unclassified Shares of the same nominal amount as the A Tracker Shares, B Tracker Shares, Preference Shares or Growth Shares (as the case may be)

### **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

A separate table must be used for each class of share

CS01

## Confirmation statement

**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 **PMC/CYL/9062/880**Company name  
**Moore Blatch**Address **11 The Avenue**Post town **Southampton**County/Region **Hampshire**Postcode **S O 1 7 1 X F**

Country

DX **DX 38507 Southampton 3**Telephone **023 8071 8000****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 checked the company information that we hold
- ☐ You have shown any relevant changes made to your information on the additional parts to this form or filed the appropriate form before or at the same time as this confirmation statement
- ☐ You have signed the form
- ☐ You have enclosed the correct fee if appropriate

**How to pay**

**You must include a £40 fee with the first Confirmation Statement you file each year. Further Confirmation Statements made in the same year don't require a fee.**

Make cheques or postal orders payable to 'Companies House'

**Important information**

**All information on this form will appear on the public record, apart from information relating to usual residential addresses and day of birth.**

**Where to send**

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

**For companies registered in England and Wales**

The Registrar of Companies, Companies House,  
Crown Way, Cardiff, Wales, CF14 3UZ  
DX 33050 Cardiff

**For companies registered in Scotland**

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

**For companies registered in Northern Ireland**

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

**Further information**

For further information, please see the guidance notes on the website at [www.gov.uk/companieshouse](http://www.gov.uk/companieshouse) or email [enquiries@companieshouse.gov.uk](mailto:enquiries@companieshouse.gov.uk)

**This form is available in an alternative format. Please visit the forms page on the website at [www.gov.uk/companieshouse](http://www.gov.uk/companieshouse)**