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In accordance with Section 644 & 649 of the Companies Act 2006.

# **SH19**

• laserform

Statement of capital for reduction supported by solvency statement or court order

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✓ What this form is for

You may use this form as a statement
of capital for a private limited company
reducing its capital supported by a
solvency statement; or for a private or

public limited company reducing its

capital supported by a court order.

### What this form is N

You cannot use this complete a statement for a company re-requilimited to limited.



A04 03/11/2017
COMPANIES HOUSE

#32

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Company number

0 7 4 2 8 8 5 8

Company name in full CHURCHILL RETIREMENT PLC

Company details

Filling in this form
Please complete in typescript or in

bold black capitals.

All fields are mandatory unless

2

Currency

#### Share capital

See continuation sheet

Complete the table(s) below to show the issued share capital as reduced by the resolution.

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

Please use a Statement of Capital continuation page if necessary.

specified or indicated by \*

Complete a separate table for each currency

Currency table A

Class of shares
E.g. Ordinary/Preference etc.

Aggregate nominal value (£, €, \$, etc)

Number of shares issued multiplied by nominal value

Total aggregate amount unpaid, if any (£, €, \$, etc)

Including both the nominal value and any share premium

Totals

Currency table B

Totals

Total number of shares

Total aggregate nominal value

Total aggregate amount unpaid •

Totals (including continuation pages)

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

## SH19

Statement of capital for reduction supported by solvency statement or court order

3	Prescribed particulars of rights attached to shares				
	Please give the prescribed particulars of rights attached to shares for each class of share shown in the statement of capital share tables in <b>Section 2</b> .	Prescribed particulars of rights attached to shares  The particulars are:			
Class of share	Ordinary, Redeemable Preference, A1 Redeemable Preference	a. particulars of any voting rights, including rights that arise only			
Prescribed particulars	See continuation sheet	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.			
Class of share	A2 Redeemable Preference, B1 Redeemable Preference	Please use a statement of capital			
Prescribed particulars	See continuation sheet	continuation page if necessary.			
Class of share	B2 Redeemable Preference, C1 Convertibale Redeemable Growth				
Prescribed particulars	See continuation sheet				
4	Signature				
Signature	I am signing this form on behalf of the company.  Signature  X  This form may be signed by: Director 2, Secretary, Person authorised 5, CIC manager.	Societas Europaea. If this form is being filed on behalf of a Societas Europaea (SE), please delete 'director' and insert details of which organ of the SE the person signing has membership.  Person authorised Under either section 270 or 274 of the Companies Act 2006.			

SH19 - Continuation page
Statement of capital for reduction supported by solvency statement or court order

2	Share capital						
	Complete the table below to show the issued share capital as reduced by the resolution.						
	Complete a separate table for each curr	епсу.					
Currency	Class of shares	Number of shares	Aggregate nominal value (£, €, \$, etc)	Total aggregate amount unpaid, if any (£, €, \$, etc			
Complete a separate table for each currency	E.g. Ordinary/Preference etc.		Number of shares issued multiplied by nominal value	Including both the nominal value and any share premiu			
£	Ordinary	500000	£500,000.00				
£	Redeemable Preference	2000000	£2,000,000.00				
£	A1 Redeemable Preference	44400000	£44,377,800.00				
£	A2 Redeemable Preference	44400000	£22,200.00				
£	B1 Redeemable Preference	1510000	£1,509,245.00				
£	B2 Redeemable Preference	1510000	£755.00				
£	C1 Convertible Redeemable Growth	22867	£22,867.00				
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	Totals	94342867	£48,432,867.00	£0			

# SH19

Statement of capital for reduction supported by solvency statement or court order

Presenter information	Important 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	Please note that all information on this form will appear on the public record.		
visible to searchers of the public record.	How to pay		
Contact name David Bright	A fee of £10 is payable to Companies House to reduce the share capital by Court Order or by		
Moore Blatch	Solvency Statement.		
Address Gateway House, Tollgate	Make cheques or postal orders payable to 'Companies House.'		
Chandler's Ford	<b>™</b> Where to send		
Post town Eastleigh	You may return this form to any Companies House address, however for expediency we advise you to return it to the appropriate address below:		
County/Region Hampshire	For companies registered in England and Wales: The Registrar of Companies, Companies House, Crown Way, Cardiff, Wales, CF14 3UZ. DX 33050 Cardiff.		
DX 38507 Southampton 3	For companies registered in Scotland:		
Telephane 023 8071 8000	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).		
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.	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.		
You have completed the relevant sections of the statement of capital.	<i>i</i> Further information		
You have signed the form. You have enclosed the correct fee.	For further information, please see the guidance notes on the website at www.gov.uk/companieshouse or email 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		

### SH19 - Continuation page

Statement of capital

#### 5

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

Class of share

Ordinary (1 of 6)

# 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 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.

#### 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;
- particulars of any rights, as respects capital, to participate in a distribution (including on winding up); and
- d. whether the shares are to be redeemed or are liable to be redeemed at the option of the company or the shareholder and any terms or conditions relating to redemption of these shares.

5	Statement of capita	al (Prescribed particulars of rights attached to share	s)
Class of share	Ordinary (2 of 6)		Prescribed particulars of rights attached to shares
Prescribed particulars	(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.	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 distribution (including on winding up); and
	(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.	d. whether the shares are to be redeemed or are liable to be redeemed at the option of the company or the shareholder and any terms or conditions relating t redemption of these shares.  A separate table must be used for each class of share.
	(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.	
		dinary Dividend or Growth Dividend shall be paid in respect of ancial 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	
į	(iii)	there are no arrears of any other dividends; and	

### SH19 - Continuation page

Statement of capital

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

Class of share

Ordinary (3 of 6)

## Prescribed particulars

- (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.
- (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:

# Prescribed particulars of rights attached to shares

The particulars are:

- 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;
- particulars of any rights, as respects capital, to participate in a distribution (including on winding up); and
- d. whether the shares are to be redeemed or are liable to be redeemed at the option of the company or the shareholder and any terms or conditions relating to redemption of these shares.

	Statement of capital (Prescribed particulars of rights attached to shares)				
Class of share	Ordinary (4 of 6)	Prescribed particulars of rights     attached to shares			
Prescribed particular	Oraniary (1070)	attached to shares  The particulars are:  a. particulars of any voting rights, including rights that arise only 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 distribution (including on winding); and  d. whether the shares are to be redeemed or are liable to be redeemed at the option of the company or the shareholder are any terms or conditions relating redemption of these shares.  A separate table must be used for each class of share.			

Class of share  Ordinary (5 of 6)  (i) 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	A Drana			
The particulars are:  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			Ordinary (5 of 6)	class of share
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:    N	attach. The para. par jers held by efficiency or any debts lends and calculated  res the par with a sum Preference relating to ate of the in Articles lation (the ermined as of any C1 ion to the holder;  the value spect of a  attach. The para. a. par inc cer b. par res in a c. par res districts up) d. who red cor any red in Articles lation (the ermined as of any C1 ion to the holder;  the value spect of a	be equal to the par value of the B2 tracker Share them together with a sum equal to any arrears, de accruals of any A2/B2 Tracker Dividend, or a arising under paragraph (e) relating to Divide Distributions in respect of the B2 Tracker Shares down to the date of the Return of Capital;  in paying to the holders of the Preference Shares to the Preference Shares held by them together were any arrears, deficiency, or accruals of the Fd, or any debts arising under paragraph (e) reds and Distributions, calculated down to the date of Capital;  paying to the holders of the Ordinary Shares of the assets of the Company remaining after the office of the Islabilities and (b) the payments referred to and (b) of the Company's articles of associant Return of Capital Balance") an amount determand the "C1 Hurdle Amount"), in proportion of Ordinary Shares held by each Ordinary Shareholder Consent prior to the issue of Ordinary Shares held by each Ordinary Shareholders, the "C1 Hurdle Amount"), in proportion of Ordinary Shares held by each Ordinary Shareholders, the Islabilities of the C1 Growth Shares (as a class) in respondence of C4 Growth Shares (as a class) in respondence of C4 Growth Shares in issue immediate of the Return of Capital; and  Relevant Return of Capital Balance LESS the Capital Balance LESS the Capital Return of Cap	(i) the be of there according aris Dist down (b) second, in particular of the equal to an Dividend, or Dividends a Return of Companyment of 9.2(a) and "Relevant Fourth by Margoreth Sharmumber of Companyment of Compan	rescribed particulars

Class of share	Ordinary (6 of 6)	Prescribed particulars of rights
Prescribed particulars	(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 Sharesholder 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.	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 distribution (including on winding up); and  d. whether the shares are to be redeemed or are liable to be redeemed at the option of the company or the shareholder and any terms or conditions relating tredemption of these shares.  A separate table must be used for each class of share.

### SH19 - Continuation page

Statement of capital

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

Class of share

Preference (1 of 16)

Prescribed particulars

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 DISTRIBUTIONS:**

- (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:

# Prescribed particulars of rights attached to shares

The particulars are:

- a. 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 and any terms or conditions relating to redemption of these shares.

Class of share	Preference (2 of 16	6)	Prescribed particulars of rights     attached to shares
Prescribed particulars  1	(iii)	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.  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.  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.	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 participat in a distribution;  c. particulars of any rights, as respects capital, to participate in distribution (including on winding up); and  d. whether the shares are to be redeemed or are liable to be redeemed at the option of the company or the shareholder and any terms or conditions relating redemption of these shares.  A separate table must be used for each class of share.

5	Statement of capital (Prescribed particulars of rights attached to shares	;)
Class of share	Preference (3 of 16)	Prescribed particulars of rights     attached to shares
Prescribed particulars	(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.	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 distribution (including on winding up); and  d. whether the shares are to be redeemed or are liable to be redeemed at the option of the company or the shareholder and any terms or conditions relating to redemption of these shares.  A separate table must be used for each class of share.

5		apital (Prescribed particulars of rights attached to shares	, F=
Class of share	Preference (4 c	of 16)	Prescribed particulars of rights     attached to shares
Prescribed particulars	(e) L a C tt n a n C tt p (f) T p e s p ir  CAPITAL otherwise purchase assets of applied (	ach of the A1/B1 Tracker Dividend and A2/B2 Tracker Dividend together the "Tracker Dividend") and the Preference Dividend hall accrue on a daily basis and shall be cumulative.  Inless the Company has insufficient profits available for distribution and the Company is thereby prohibited from paying a Tracker Dividend or a Preference Dividend shall be paid immediately on heir respective due dates. Such payment shall be made otwithstanding Articles 70 to 77 inclusive of the Model Articles or ny other provision of these Articles, and in particular owthistanding that there has not been a resolution of the tompany in general meeting. If they are not paid on such due dates shey shall be a debt due by the Company and shall be payable in riority to any other dividend.  The Company shall procure that each of its subsidiaries which has rofits available for distribution shall from time to time and to the extent that it may lawfully do so declare and pay to the Company under dividends as are necessary to permit lawful and prompt yayment by the Company of all and any Tracker Dividend or reference Dividend or any redemption monies or debts due on or a respect of the Tracker Shares or Preference Shares.  On a return of assets on liquidation or capital reduction or the (except upon the redemption of shares of any class or the by the Company of its own shares) (a "Return of Capital"), the the Company remaining after the payment of its liabilities shall be to the extent that the Company is lawfully able to do so) in the order of priority:	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 participat in a distribution;  c. particulars of any rights, as respects capital, to participate in distribution (including on winding up); and  d. whether the shares are to be redeemed or are liable to be redeemed at the option of the company or the shareholder and any terms or conditions relating redemption of these shares.  A separate table must be used for each class of share.

### SH19 - Continuation page

Statement of capital

#### 5

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

#### Class of share

#### Preference (5 of 16)

## Prescribed particulars

- (a) first, in paying to:
  - (i) the holders of the A1 Tracker Shares and the B1 Tracker Shares (pari 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
    - 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;

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;

# Prescribed particulars of rights attached to shares

The particulars are:

- 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;
- particulars of any rights, as respects capital, to participate in a distribution (including on winding up); and
- d. whether the shares are to be redeemed or are liable to be redeemed at the option of the company or the shareholder and any terms or conditions relating to redemption of these shares.

## SH19 - Continuation page

Statement of capital

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

Class of share

#### Preference (6 of 16)

# Prescribed particulars

- (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
- 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) making the payments referred to in Articles 9.2(a) and (b) of the Company's articles of association (the

Dividends and Distributions, calculated down to the date of 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:

$$\frac{N}{55,555}$$
× V × 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.

# Prescribed particulars of rights attached to shares

The particulars are:

- 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;
- particulars of any rights, as respects capital, to participate in a distribution (including on winding up); and
- d. whether the shares are to be redeemed or are liable to be redeemed at the option of the company or the shareholder and any terms or conditions relating to redemption of these shares.

### SH19 - Continuation page

Statement of capital

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

#### Class of share

#### Preference (7 of 16)

## Prescribed particulars

- (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;
- 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:

- 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;

# 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;
- particulars of any rights, as respects capital, to participate in a distribution (including on winding up); and
- d. whether the shares are to be redeemed or are liable to be redeemed at the option of the company or the shareholder and any terms or conditions relating to redemption of these shares.

### SH19 - Continuation page

Statement of capital

#### Statement of capital (Prescribed particulars of rights attached to shares) Prescribed particulars of rights Class of share Preference (8 of 16) attached to shares (iii) a Preference Share shall, subject to the provisions of Part Prescribed particulars The particulars are: 18 of the Act, have the option, exercisable at any time; and a. particulars of any voting rights. including rights that arise only in (iv) a Growth Share shall, subject to the provisions of Part 18 of certain circumstances; b. particulars of any rights, as the Act, have the option, exercisable on, or at any time after respects dividends, to participate in a distribution; c. particulars of any rights, as (in any such case the "Redemption Event Date") to redeem any or respects capital, to participate in a all of the A Tracker Shares, B Tracker Shares, Preference Shares distribution (including on winding or Growth Shares (as the case may be) upon and subject to the up); and following terms and conditions: d. whether the shares are to be redeemed or are liable to be 1. In order to exercise such option: redeemed at the option of the company or the shareholder and (aa) a holder or holders of an A1 Tracker Share, any terms or conditions relating to an A2 Tracker Share, a Preference Share or redemption of these shares. a Growth Share (as the case may be) shall serve not less than twenty eight (28) days A separate table must be used for notice in writing; and each class of share. (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

# SH19 - Continuation page

Statement of capital

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

Class of share

Preference (9 of 16)

Prescribed particulars

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

## 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
- d. whether the shares are to be redeemed or are liable to be redeemed at the option of the company or the shareholder and any terms or conditions relating to redemption of these shares.

5	Statement of capital (Pr	escribed particulars of rights attached to shares	s)
Class of share	Preference (10 of 16)		Prescribed particulars of rights     attached to shares
Class of share  Prescribed particulars	Preference (10 of 16)  3.  4.	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").  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 Shares shall be redeemed upon payment of the aggregate of:  (aa) the par value of the A2 Tracker Shares	attached to shares  The particulars are:  a. particulars of any voting rights, including rights that arise only in certain circumstances;  b. particulars of any rights, as respects dividends, to participate in a distribution;  c. particulars of any rights, as respects capital, to participate in a distribution (including on winding up); and  d. whether the shares are to be redeemed or are liable to be redeemed at the option of the company or the shareholder and any terms or conditions relating to redemption of these shares.  A separate table must be used for each class of share.
		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	

5	Statement of	<b>f capital</b> (Pr	escribed particulars of rights attached to shares	s)
Class of share	Preference (	11 of 16)		Prescribed particulars of rights attached to shares
Prescribed particulars	(a) (i)	£1,000,000 A Tracker S Tracker Shai	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").  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").  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").  my shall have the option, exercisable at any time to or all of the A Tracker Shares or B Tracker Shares (as y be) in tranches of not less than the lesser of:  may request pay the payment of A2 Tracker Shares as A1 are are redeemed (and vice versa) and, in the case of a of B Tracker Shares are redeemed (and vice versa); and	The particulars of any voting rights, including rights that arise only i certain circumstances; b. particulars of any rights, as respects dividends, to participal in a distribution; c. particulars of any rights, as respects capital, to participate i distribution (including on windin 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 an any terms or conditions relating redemption of these shares.  A separate table must be used for each class of share.

### SH19 - Continuation page

Statement of capital

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

Class of share

Preference (12 of 16)

## Prescribed particulars

(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,

# 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
- d. whether the shares are to be redeemed or are liable to be redeemed at the option of the company or the shareholder and any terms or conditions relating to redemption of these shares.

### SH19 - Continuation page

Statement of capital

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

Class of share

Preference (13 of 16)

## Prescribed particulars

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").

# Prescribed particulars of rights attached to shares

The particulars are:

- a. 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
- d. whether the shares are to be redeemed or are liable to be redeemed at the option of the company or the shareholder and any terms or conditions relating to redemption of these shares.

### SH19 - Continuation page

Statement of capital

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

Class of share

Preference (14 of 16)

(d)

# Prescribed particulars

- 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.

## Prescribed particulars of rights attached to shares

The particulars are:

- 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;
- particulars of any rights, as respects capital, to participate in a distribution (including on winding up); and
- d. whether the shares are to be redeemed or are liable to be redeemed at the option of the company or the shareholder and any terms or conditions relating to redemption of these shares.

Class of share	Preference (15 of 16)	Prescribed particulars of rights     attached to shares
Class of share  Prescribed particulars	Preference (15 of 16)  (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 dupresentation 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 Shares.  (g) Upon redemption of any of the A Tracker Shares, or the B 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 form reasonably satisfactory to the Company) the Company shall have failed to tender payment to redeem such A Tracker Share or 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, Preference Shares, Preference Shares or Growth Shares or shall fail or refuse to accept the redemption monies payable in respect of them, suc redemption monies shall be retained and held by the Company it trust for such holder but without interest or further obligation whatever.	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 distribution (including on winding up); and d. whether the shares are to be redeemed or are liable to be redeemed at the option of the company or the shareholder and any terms or conditions relating to redemption of these shares.  A separate table must be used for each class of share.

## SH19 - Continuation page

permitted by the Act.

Statement of capital

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

#### Class of share

#### Preference (16 of 16)

## Prescribed particulars

- (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
- (j) 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).

# Prescribed particulars of rights attached to shares

The particulars are:

- 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;
- particulars of any rights, as respects capital, to participate in a distribution (including on winding up); and
- d. whether the shares are to be redeemed or are liable to be redeemed at the option of the company or the shareholder and any terms or conditions relating to redemption of these shares.

## SH19 - Continuation page

Statement of capital

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

Class of share

A1 Tracker (1 of 16)

Prescribed particulars

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:

# Prescribed particulars of rights attached to shares

The particulars are:

- 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;
- 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 and any terms or conditions relating to redemption of these shares.

Class of share	A1 Tracker (2 of 16)		Prescribed particulars of rights attached to shares
Prescribed particulars	from time to ti as a percenta England base 1.5%, X = 0  to be paid half and on redemp Shares. Such the payment o except an A1/E  (iii) Third, in payin preferential div amount per an per cent) on credited as pai paid half yearly on redemption Preference Sh rank for payme on any other cl  (iv) Fourth, in payin dividend (the " determine, but available for d paid not later t accounting per report on the	nce between the Bank of England base rate me (calculated on a daily basis) (expressed ge) and 1.5% provided that if the Bank of rate as aforesaid is equal to or less than experience of any A2 Tracker Shares or B2 Tracker dividends shall rank for payment in priority to fany dividend on any other class of Shares 1 Tracker Dividend.  In the holders of the Preference Shares a idend (the "Preference Dividend") of such num as is equal to 5.5% (five and one half the capital for the time being paid up or dup thereon (including any premium) to be con 1 June and 1 December each year, and of any Preference Shares in respect of such ares so redeemed. Such dividends shall not in priority to the payment of any dividend ass of Shares except a Tracker Dividend.  In the holders of the Ordinary Shares such Ordinary Dividend") as the Directors shall only to the extent that there are profits stribution. Any Ordinary Dividend shall be han six months after the end of the relevant od or within twenty eight days after the audit accounts of the Company for the period is company's auditors, whichever is earlier.	The particulars are:  a. particulars of any voting rights, including rights that arise only it certain circumstances;  b. particulars of any rights, as respects dividends, to participat in a distribution;  c. particulars of any rights, as respects capital, to participate it distribution (including on windin up); and  d. whether the shares are to be redeemed or are liable to be redeemed at the option of the company or the shareholder and any terms or conditions relating redemption of these shares.  A separate table must be used for each class of share.

	attached to shares
determ holders Shares Conse availate not lat accour report signed  (b) No Ordinary D any financial years waived waived (ii) all Transpect waived (iii) there are fallen or company frespect to the paragram (c) Every dividend pro rata according to the short of the paragram (c) Every dividend pro rata according to the short of the paragram (c) Every dividend pro rata according to the short of the paragram (c) Every dividend pro rata according to the short of the paragram (c) Every dividend pro rata according to the short of the paragram (c) Every dividend pro rata according to the short of the paragram (c) Every dividend pro rata according to the short of the paragram (c) Every dividend pro rata according to the paragram (c) Every dividend pro	A separate table must be used for each class of share.  A separate table must be used for each class of share.  A separate table must be used for each class of share.  A separate table must be used for each class of share.  A separate table must be used for each class of share.  A separate table must be used for each class of share.  A separate table must be used for each class of share.

5	Statement of capital (Prescribed particulars of rights attached to shares	)
Class of share	A1 Tracker (4 of 16)	Prescribed particulars of rights attached to shares
Prescribed particulars	(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.	The particulars are:  a. particulars of any voting rights, including rights that arise only in certain circumstances;
	(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.	<ul> <li>b. particulars of any rights, as respects dividends, to participate in a distribution;</li> <li>c. particulars of any rights, as respects capital, to participate in a distribution (including on winding up); and</li> <li>d. whether the shares are to be redeemed or are liable to be redeemed at the option of the company or the shareholder and any terms or conditions relating to</li> </ul>
	(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.	redemption of these shares.  A separate table must be used for each class of share.
	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:	

### SH19 - Continuation page

Statement of capital

#### 5

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

Class of share

#### A1 Tracker (5 of 16)

### Prescribed particulars

(a) first, in paying to:

- (i) the holders of the A1 Tracker Shares and the B1 Tracker Shares (pari 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:
  - 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;

# 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;
- particulars of any rights, as respects capital, to participate in a distribution (including on winding up); and
- d. whether the shares are to be redeemed or are liable to be redeemed at the option of the company or the shareholder and any terms or conditions relating to redemption of these shares.

Class of share	A1 Tracker (	5 of 16)	Prescribed particulars of rights     attached to charge
Class of share  Prescribed particulars	(b) (c)	capital (Prescribed particulars of rights attached to share: 6 of 16)  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;  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; 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:  N  55,555  xvx10%  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.	,

### SH19 - Continuation page

Statement of capital

#### 5

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

#### Class of share

#### A1 Tracker (7 of 16)

### Prescribed particulars

(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;

- 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;

# Prescribed particulars of rights attached to shares

The particulars are:

- 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;
- particulars of any rights, as respects capital, to participate in a distribution (including on winding up); and
- d. whether the shares are to be redeemed or are liable to be redeemed at the option of the company or the shareholder and any terms or conditions relating to redemption of these shares.

Class of share	A1 Tracker (8 of 16)	Prescribed particulars of rights     attached to shares
Prescribed particulars	<ul> <li>(iii) a Preference Share shall, subject to the provisions of F18 of the Act, have the option, exercisable at any time; at the Act, have the option, exercisable on, or at any time at an IPO.</li> <li>(in any such case the "Redemption Event Date") to redeem any all of the A Tracker Shares, B Tracker Shares, Preference Share or Growth Shares (as the case may be) upon and subject to following terms and conditions:  1. In order to exercise such option:  (aa) a holder or holders of an A1 Tracker Share a Growth Share (as the case may be) she serve not less than twenty eight (28) do notice in writing; and</li> <li>(bb) a holder or holders of a B1 Tracker Share of B2 Tracker Share (as the case may be) she serve not less than ninety (90) days notice writing</li> <li>(in each case, a "Redemption Event Notice") on Company specifying the number of A Tracker Shares. Tracker Shares, Preference Shares or Growth Shares the case may be) held by such holder or holders to redeemed and the proposed date of such redempt (which shall be no earlier than twenty eight days after relevant Redemption Event Date) ("Holder Redemption Date") provided that a Redemption Event Notice may not served by a Growth Shareholder if a Growth S</li></ul>	a. particulars of any voting rights, including rights that arise only i certain circumstances; b. particulars of any rights, as respects dividends, to participal in a distribution; c. particulars of any rights, as respects capital, to participate i distribution (including on windin 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 an any terms or conditions relating redemption of these shares.  A separate table must be used for each class of share.  The Bass be connicted the connicted are as a connicted as a connicted are a connicted as a

# SH19 - Continuation page

Statement of capital

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

Class of share

A1 Tracker (9 of 16)

### Prescribed particulars

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

#### Prescribed particulars of rights attached to shares

The particulars are:

- 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;
- particulars of any rights, as respects capital, to participate in a distribution (including on winding up); and
- d. whether the shares are to be redeemed or are liable to be redeemed at the option of the company or the shareholder and any terms or conditions relating to redemption of these shares.

Prescribed particulars  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 Shares shall be redeemed upon payment of the par value of the Preference Dividends unpaid at any time up to the Holder Redemption Date ("Preference Shares shall be redeemed upon payment of the aggregate of the par value of the 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 arraers, deficiency or accruals of any A1/B1 Tracker Shares calculated down to the date of the Return of Capital ("A1/B1 Tracker Shares Saclulated down to the date of the Return of Capital ("A1/B1 Tracker Shares shall be redeemed upon payment of 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.  (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.
Prescribed particulars    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 Holdider Redemption Date ("Preference Shares Redemption Amount").    A. A1 Tracker Shares and B1 Tracker Shares shall be redeemed upon payment of the aggregate of the par value of the A1 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 Shares Redemption Amount").    A2 Tracker Shares shall be redeemed upon payment of 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; and 10 shares and 10 such amount as shall be equal to 2,000 multiplied by the par value of the A2 Tracker Shares being redeemed; and 10 shares and 10 such amount as shall be equal to 2,000 multiplied by the par value of the A2 Tracker Shares being redeemed; and 10 shares and 10 such amount as shall be equal to 2,000 multiplied by the par value of the A2 Tracker Shares being redeemed upon payment of the aggregate of 10 such amount as shall be equal to 2,000 multiplied by the par value of the A2 Tracker Shares being redeemed upon a daily basis commencing 30 November 2012, such interest being payable on such amount as shall be qual to 2,000 multiplied by the par value of the A2 Tracker Shares being redeemed and 10 shares an

5	Statement of capital (Pres	cribed particulars of rights attached to shares	3)
Class of share	A1 Tracker (11 of 16)		Prescribed particulars of rights
Class of share  Prescribed particulars	7.  (a) The Company redeem any or the case may be a Tracker Sha Tracker Shares redemption of	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").  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").  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").  shall have the option, exercisable at any time to all of the A Tracker Shares or B Tracker Shares (as be) in tranches of not less than the lesser of:  are redeemed (and vice versa) and, in the case of a B Tracker Shares, the same number of B2 Tracker Fracker Shares are redeemed (and vice versa); and	The particulars are: a. particulars of any voting rights, including rights that arise only in certain circumstances; b. particulars of any rights, as respects dividends, to participate in a distribution; c. particulars of any rights, as respects capital, to participate in a distribution (including on winding up); and d. whether the shares are to be redeemed or are liable to be redeemed at the option of the company or the shareholder and any terms or conditions relating to redemption of these shares.  A separate table must be used for each class of share.

## SH19 - Continuation page

Statement of capital

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

Class of share

A1 Tracker (12 of 16)

## Prescribed particulars

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

## 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
- d. whether the shares are to be redeemed or are liable to be redeemed at the option of the company or the shareholder and any terms or conditions relating to redemption of these shares.

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

## SH19 - Continuation page

Statement of capital

### 5

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

Class of share

A1 Tracker (13 of 16)

## Prescribed particulars

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").

#### 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
- d. whether the shares are to be redeemed or are liable to be redeemed at the option of the company or the shareholder and any terms or conditions relating to redemption of these shares.

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

5	Statement of capital (Prescribed particulars of rights attached to shares)				
Class of share	A1 Tracker (14 of 16)	Prescribed particulars of rights attached to shares			
Class of share  Prescribed particulars  1					

5	Statement of capital (Prescribed particulars of rights attached to shares	3)
Class of share	A1 Tracker (15 of 16)	Prescribed particulars of rights attached to shares
Prescribed particulars	<ul> <li>(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.</li> <li>(g) Upon redemption of any of the A Tracker Shares, or the B 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).</li> <li>(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, B Tracker Shares, Preference Shares or Growth Shares or Shares in respect of them, such redemption monies payable in respect of them, such 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.</li> </ul>	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 distribution (including on winding up); and  d. whether the shares are to be redeemed or are liable to be redeemed at the option of the company or the shareholder and any terms or conditions relating redemption of these shares.  A separate table must be used for each class of share.

5	Statement of capital (Prescribed particulars of rights attached to shares)					
Class of share	A1 Tracker (16 of 16)	Prescribed particulars of rights attached to shares				
Prescribed particulars	<ul> <li>(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.</li> <li>(j) 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 convext 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).</li> </ul>	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 distribution (including on winding up); and  d. whether the shares are to be redeemed or are liable to be redeemed at the option of the company or the shareholder and any terms or conditions relating to redemption of these shares.  A separate table must be used for each class of share.				

## SH19 - Continuation page

Statement of capital

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

Class of share

A2 Tracker (1 of 16)

Prescribed particulars

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:

## 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;
- particulars of any rights, as respects capital, to participate in a distribution (including on winding up); and
- d. whether the shares are to be redeemed or are liable to be redeemed at the option of the company or the shareholder and any terms or conditions relating to redemption of these shares.

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

5	_	I (Prescribed particulars of rights attached to shares	,
Class of share	A2 Tracker (2 of 16)		Prescribed particulars of rights attached to shares
Prescribed particulars	(iii)	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 AZ Tracker Shares or BZ 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.  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.  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.	The particulars are:  a. particulars of any voting rights, including rights that arise only it certain circumstances;  b. particulars of any rights, as respects dividends, to participar in a distribution;  c. particulars of any rights, as respects capital, to participate it distribution (including on windin 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 an any terms or conditions relating redemption of these shares.  A separate table must be used for each class of share.

5	Statement of	capita	I (Prescribed particulars of rights attached to shares	5)
Class of share	A2 Tracker (	3 of 16	)	Prescribed particulars of rights     attached to shares
Prescribed particulars	(b)	No Ordany fin  (i)  (ii)  (iii)  (iv)  Every of pro-rate the shall	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.  Itinary Dividend or Growth Dividend shall be paid in respect of ancial year of the Company unless:  all Tracker Dividends and all Preference Dividends in respect of that financial year have been paid in full or waived; and  all Tracker Shares and all Preference Shares which have fallen due for redemption have been redeemed; and  there are no arrears of any other dividends; and  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.  dividend shall be distributed to the appropriate shareholders a according to the amounts paid up or credited as paid up on ares held by them respectively. All dividends are expressed is shall be paid in cash.	The particulars are:  a. 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 distribution (including on winding up); and  d. whether the shares are to be redeemed or are liable to be redeemed at the option of the company or the shareholder and any terms or conditions relating to redemption of these shares.  A separate table must be used for each class of share.

Class of share	A2 Tracker (4	of 16)	Prescribed particulars of rights
Class of share  Prescribed particulars	(d) (e)	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.  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.  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 a state). 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:	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 distribution (including on winding up); and  d. whether the shares are to be redeemed or are liable to be redeemed at the option of the company or the shareholder and any terms or conditions relating redemption of these shares.  A separate table must be used for each class of share.

Class of share	A2 Tracker (5 of 16)	· ·	Prescribed particulars of rights
Class of share  Prescribed particulars	(a) first, in (i)  (ii)  together with a A2/B2 Tracker to Dividends	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) 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;  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,  a sum equal to any arrears, deficiency or accruals of any Dividend, or any debts arising under paragraph (e) relating and Distributions in respect of the A2 Tracker Shares in to the date of the return of capital;  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;	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 distribution (including on winding up); and  d. whether the shares are to be redeemed or are liable to be redeemed at the option of the company or the shareholder and any terms or conditions relating redemption of these shares.  A separate table must be used for each class of share.

Class of share	A2 Tracker (6 of 16)	Prescribed particulars of rights     attached to shares
Class of share  Prescribed particulars  1	A2 Tracker (6 of 16)  (b) second, in paying to the holders of the Preference Shares the paralle of the Preference Shares held by them together with a surfequal 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) making the payments referred to its Articles 9.2(a) and (b) of the Company's articles of association (the 'Relevant Return of Capital Balance'), an amount determined a such by Majority Shareholder Consent prior to the issue of any C Growth Shares (the 'C1 Hurdle Amount') in proportion to the number of Ordinary Shareholder Consent prior to the issue of any C Growth Shares (he 'C1 Hurdle Amount') in proportion to the number of Ordinary Shareholder, sa a class) in respect of Return of Capital by application of the following formula:    N	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 distribution (including on winding up); and d. whether the shares are to be redeemed or are liable to be redeemed at the option of the company or the shareholder and any terms or conditions relating redemption of these shares.  A separate table must be used for each class of share.

o
lass of share
rescribed particulars

5	Statement of capital (Prescribed particulars of rights	······································
Class of share	A2 Tracker (8 of 16)	Prescribed particulars of rights     attached to shares
Prescribed particulars	(iii) a Preference Share shall, subject to the 18 of the Act, have the option, exercisable on the Act, have the option, exercisable on an IPO,  (in any such case the "Redemption Event Date all of the A Tracker Shares, B Tracker Shares, or Growth Shares (as the case may be) upon following terms and conditions:  1. In order to exercise such option:  (aa) a holder or holders of an an A2 Tracker Share, a Fa Growth Share (as the serve not less than twen notice in writing; and  (bb) a holder or holders of a Bfa B2 Tracker Share (as the serve not less than ninety writing  (in each case, a "Redemption Event Company specifying the number of A Tracker Shares, Preference Shares or the case may be) held by such holder redeemed and the proposed date or (which shall be no earlier than twenty relevant Redemption Event Date) ("H Date") provided that a Redemption Event Pate) ("H Date") ("H Date") provided that a Redemption Event Pate) ("H Date") ("H	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 dividends, to participate in a distribution; c. particulars of any rights, as respects capital, to participate in a distribution (including on winding up); and d. whether the shares are to be redeemed or are liable to be redeemed at the option of the company or the shareholder and any terms or conditions relating to redemption of these shares. A separate table must be used for each class of share.  It Tracker Share or a case may be) shall in (90) days notice in  Int Notice") on the Tracker Shares, B Growth Shares (as er or holders to be of such redemption eight days after the colder Redemption int Notice may not be

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Statement of capital

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

Class of share

A2 Tracker (9 of 16)

## Prescribed particulars

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;

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).

## Prescribed particulars of rights attached to shares

The particulars are:

- 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;
- particulars of any rights, as respects capital, to participate in a distribution (including on winding up); and
- d. whether the shares are to be redeemed or are liable to be redeemed at the option of the company or the shareholder and any terms or conditions relating to redemption of these shares.

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

5	Statement of capital (Pre	scribed particulars of rights attached to shares	<u> </u>
Class of share	A2 Tracker (10 of 16)		Prescribed particulars of rights     attached to shares
		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").  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").  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	<u></u>

	1.0 - 1. (4.4. 6.40)	Depositional productions of deleter
Class of share	A2 Tracker (11 of 16)	Prescribed particulars of rights attached to shares
Prescribed particulars  1		

5	Statement of capital (Prescribed particulars of rights attached to shares	)
Class of share	A2 Tracker (12 of 16)	Prescribed particulars of rights attached to shares
Prescribed particulars  1	(ii) the aggregate nominal amount of all of the A Tracker Shares or the B Tracker Shares long redeemed in issue upon payment of (in the case of a redemption of A1 Tracker Shares) to B1 Tracker Shares) the A1/B1 Tracker Shares) the A2 Tracker Shares) the A2 Tracker Shares) the A2 Tracker Share Redemption Amount, 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 Shareholder Shares are to be redeemed specifying the number of Tracker Shares are to be redeemed, the A1/B1 Tracker Share Redemption Amount, or A2 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,	The particulars are:  a. particulars of any voting rights, including rights that arise only in certain circumstances;  b. particulars of any rights, as respects dividends, to participate in a distribution;  c. particulars of any rights, as respects capital, to participate in a distribution (including on winding up); and  d. whether the shares are to be redeemed or are liable to be redeemed at the option of the company or the shareholder and any terms or conditions relating to redemption of these shares.  A separate table must be used for each class of share.

Class of share	A2 Tracker (13 of 16)	Prescribed particulars of rights     attached to phores
Prescribed particulars	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 whose Preference Shares are to be redeemed specifying the number of 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 Shares) hall 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, notice in writing on the holder of holders of such Growth Shares are to be redeemed specifying the number of Growth Shares are to be redeemed specifying the number of Growth Shares are to be redeemed, the Growth Share Redemption Amount payable thereon and the proposed date of such redemption ("Growth Share Redemption Date").	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 distribution (including on winding up); and  d. whether the shares are to be redeemed or are liable to be redeemed at the option of the company or the shareholder and any terms or conditions relating redemption of these shares.  A separate table must be used for each class of share.

Class of share	A2 Tracker (	14 of 16)	Prescribed particulars of rights attached to shares
Prescribed particulars	(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, Reference Shares or Growth Shares shall relate first to the said arrears, deficiency, accruals or debts.  If any certificate surrendered pursuant to paragraph (e) relating to Redemption includes any A Tracker Shares, B Tracker Shares, Preference Shares or Growth 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.	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 participat in a distribution;  c. particulars of any rights, as respects capital, to participate in distribution (including on winding up); and  d. whether the shares are to be redeemed or are liable to be redeemed at the option of the company or the shareholder and any terms or conditions relating redemption of these shares.  A separate table must be used for each class of share.

5	Statement of capital (Prescribed particulars of rights attached to shares	<u> </u>
Class of share	A2 Tracker (15 of 16)	Prescribed particulars of rights     attached to shares
Class of share  Prescribed particulars  1		

Class of share	A2 Tracker (16 of 16)	Prescribed particulars of rights attached to shares
Prescribed particulars	<ul> <li>(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.</li> <li>(j) 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).</li> </ul>	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 participat in a distribution; c. particulars of any rights, as respects capital, to participate in distribution (including on winding up); and d. whether the shares are to be redeemed or are liable to be redeemed at the option of the company or the shareholder and any terms or conditions relating redemption of these shares.  A separate table must be used for each class of share.

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Statement of capital

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

Class of share

B1 Tracker (1 of 16)

Prescribed particulars

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") or 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:

Prescribed particulars of rights attached to shares

The particulars are:

- a. 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
- d. whether the shares are to be redeemed or are liable to be redeemed at the option of the company or the shareholder and any terms or conditions relating to redemption of these shares.

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

5	Statement of capita	al (Prescribed particulars of rights attached to shares	es)		
Class of share	B1 Tracker (2 of 16		Prescribed particulars of rights attached to shares		
Prescribed particulars  1	(iii)	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.  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 cert) 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.  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.	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 distribution (including on winding up); and  d. whether the shares are to be redeemed or are liable to be redeemed at the option of the company or the shareholder and any terms or conditions relating the redemption of these shares.  A separate table must be used for each class of share.		

Class of share	B1 Tracker (3	of 16	)	Prescribed particulars of rights
Class of share Prescribed particulars	B1 Tracker (3	No Ordany fin  (ii)  (iii)  (iv)	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.  dinary Dividend or Growth Dividend shall be paid in respect of ancial year of the Company unless:  all Tracker Dividends and all Preference Dividends in respect of that financial year have been paid in full or waived; and  all Tracker Shares and all Preference Shares which have fallen due for redemption have been redeemed; and  there are no arrears of any other dividends; and  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)	pro rat	dividend shall be distributed to the appropriate shareholders a according to the amounts paid up or credited as paid up on ares held by them respectively. All dividends are expressed it shall be paid in cash.	

Statement of capital (Prescribed particulars of rights attached to shares)					
Class of share	B1 Tracker (4	of 16)	Prescribed particulars of rights attached to shares		
Prescribed particulars  1	otherwi purcha: assets applied	Each of the A1/B1 Tracker Dividend' and the Preference Dividend (together the "Tracker Dividend") and the Preference Dividend shall accrue on a daily basis and shall be cumulative.  Unless the Company has insufficient profits available for distribution and the Company is thereby prohibited from paying a Tracker Dividend or a 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.  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 reference Dividend or any redemption monies or debts due on or in respect of the Tracker Shares or Preference Shares.  AL: On a return of assets on liquidation or capital reduction or se (except upon the redemption of shares of any class or the se by the Company of its own shares) (a "Return of Capital"), the of the Company remaining after the payment of its liabilities shall be (to the extent that the Company is lawfully able to do so) in the gorder of priority:	The particulars are:  a. particulars of any voting rights, including rights that arise only in certain circumstances;  b. particulars of any rights, as respects dividends, to participate in a distribution;  c. particulars of any rights, as respects capital, to participate in a distribution (including on winding up); and  d. whether the shares are to be redeemed or are liable to be redeemed at the option of the company or the shareholder and any terms or conditions relating to redemption of these shares.  A separate table must be used for each class of share.		

			(Prescribed particulars of rights attached to shares	
Class of share	B1 Tracker (5	of 16)		Prescribed particulars of rights attached to shares
Prescribed particulars	(a)	(i)	the holders of the A1 Tracker Shares and the B1 Tracker Shares (pari 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;	The particulars are:  a. particulars of any voting rights including rights that arise only certain circumstances;  b. particulars of any rights, as respects dividends, to particip in a distribution;  c. particulars of any rights, as respects capital, to participate distribution (including on wind up); and  d. whether the shares are to be
		٠,	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;	redeemed or are liable to be redeemed at the option of the company or the shareholder a any terms or conditions relatin redemption of these shares.
			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	A separate table must be used for each class of share.
			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,	
	A2/B2 to Divi	Tracker dends a	sum equal to any arrears, deficiency or accruals of any Dividend, or any debts arising under paragraph (e) relating nd Distributions in respect of the A2 Tracker Shares to the date of the return of capital;	
			the holders of the B2 Tracker Shares such amount as shall be equal to the par value of the B2 tracker Shares held by hem 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;	

5	Statement of capital (Prescribed particulars of rights attached to sh	ares)
Class of share	B1 Tracker (6 of 16)	Prescribed particulars of rights     attached to shares
Class of share  Prescribed particulars  1	B1 Tracker (6 of 16)	par um nace to to the the the particulars of any rights, as respects dividends, to participate in a distribution; c. particulars of any rights, as respects capital, to participate in distribution (including on winding up); and d. whether the shares are to be redeemed or are liable to be redeemed at the option of the company or the shareholder and any terms or conditions relating redemption of these shares.  A separate table must be used for each class of share.
	V = the Relevant Return of Capital Balance LESS the C4 Hur Amount except that V shall not be less than zero (the "C1 Return Capital Value");  in proportion to the number of C1 Growth Shares held by each Growth Shareholder.	of

5	Statement of capital (Prescribed particulars of rights attached to shares	s)
Class of share	B1 Tracker (7 of 16)	Prescribed particulars of rights     attached to shares
Class of share Prescribed particulars		

### SH19 - Continuation page

Statement of capital

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

Class of share

B1 Tracker (9 of 16)

## Prescribed particulars

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

## 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;
- particulars of any rights, as respects capital, to participate in a distribution (including on winding up); and
- d. whether the shares are to be redeemed or are liable to be redeemed at the option of the company or the shareholder and any terms or conditions relating to redemption of these shares.

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

Prescribed particulars  3. Preference Shares shall be redeemed upon payment of the pay value of the Preference Dividence Shares shall be redeemed to pay the pay the pay to the 1-dividence Shares being redeemed. Together with all Preference Dividence Shares Shares Shares shall be redeemed upon payment of the aggregate of the par value of the A1 Tracker Shares shall be redeemed upon payment of the aggregate of the par value of the A2 Tracker Shares shall be redeemed upon the par value of the A3 Tracker Shares of B1 Tracker Shares shall be redeemed upon the par value of the A2 Tracker Shares shall be redeemed upon the A3 tracker Shares shall be redeemed upon the A4 tracker Shares shall be redeemed upon the A4 tracker Shares shall be redeemed upon payment of the aggregate of the A4 tracker Shares shall be redeemed upon payment of the aggregate of the A2 Tracker Shares shall be redeemed upon the gall to the same and the shares are to be redeemed upon payment of the aggregate of the A4 tracker Shares shall be redeemed upon the same and the shares are to be redeemed upon payment of the aggregate of the A4 tracker Shares being redeemed.  (bb) a premium amounting to the aggregate of the A4 tracker Shares shall be equal to 2,000 multiplied by the par value of the A4 Tracker Shares being redeemed; and the shares are to be redeemed upon the payment of the payme	5	Statement of capital (Pre	escribed particulars of rights attached to shares	<u> </u>
Prescribed particulars  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 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 paragrap (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; and  (bb) a premium amounting to the aggregate of 100% (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; and	Class of share	B1 Tracker (10 of 16)		
		3. 4.	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").  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").  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	attached to shares  The particulars are:  a. particulars of any voting rights, including rights that arise only in certain circumstances;  b. particulars of any rights, as respects dividends, to participate in a distribution;  c. particulars of any rights, as respects capital, to participate in a distribution (including on winding up); and  d. whether the shares are to be redeemed or are liable to be redeemed at the option of the company or the shareholder and any terms or conditions relating to redemption of these shares.  A separate table must be used for

5	Statement of capital (Prescribed particulars of rights attached to share	es)
Class of share	B1 Tracker (11 of 16)	Prescribed particulars of rights     attached to shares
Prescribed particulars	together with all a sum equal to any arrears deficiency or accruals of any AZB2 Tracker Dividends or any debts arising under paragraph (erelating 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").  (a) The Company shall have the option, exercisable at any time to redeem any or all of the A Tracker Shares of 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 as the redeemed (and vice versa) and, in the case of a redemption of B Tracker Shares are redeemed (and vice versa); and	The particulars are:  a. particulars of any voting rights, including rights that arise only i certain circumstances;  b. particulars of any rights, as respects dividends, to participa in a distribution;  c. particulars of any rights, as respects capital, to participate i distribution (including on windin 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 an any terms or conditions relating redemption of these shares.  A separate table must be used for each class of share.

5	Statement of capital (Prescribed particulars of rights attached to shares	)
Class of share	B1 Tracker (12 of 16)	Prescribed particulars of rights attached to shares
Prescribed particulars	(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) the A1/B1 Tracker Shares) the A2 Tracker Shares Share Redemption and and in the case of a redemption of A2 Tracker Shares) the A2 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) notice in writing on the holder or holders of such Tracker Shares whose Tracker Shares are 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,	The particulars are:  a. particulars of any voting rights, including rights that arise only in certain circumstances;  b. particulars of any rights, as respects dividends, to participate in a distribution;  c. particulars of any rights, as respects capital, to participate in a distribution (including on winding up); and  d. whether the shares are to be redeemed or are liable to be redeemed at the option of the company or the shareholder and any terms or conditions relating to redemption of these shares.  A separate table must be used for each class of share.

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

Class of share

B1 Tracker (13 of 16)

## Prescribed particulars

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").

## Prescribed particulars of rights attached to shares

The particulars are:

- a. 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
- d. whether the shares are to be redeemed or are liable to be redeemed at the option of the company or the shareholder and any terms or conditions relating to redemption of these shares.

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

Prescribed particulars  (d) On the Holder Redemption Date, the Company Tracker 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, 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.  Prescribed particulars of rights attached to shares  The particulars of any voting rights, including rights that arise only certain circumstances; b. particulars of any rights, as respects dividends, to participate distribution; c. particulars of any rights, as respects dividends, to participate distribution; c. particulars of any rights, as respects dividends, to participate distribution; c. particulars of any rights, as respects dividends, to participate distribution; c. particulars of any rights, as respects dividends, to participate distribution; c. particulars of any rights, as respects dividends and between the particulars of any rights, as respects dividends and to participate distribution; c. particulars of any rights, as respects dividends a
(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.

5	Statement of capital (Prescribed particulars of rights attached to shares)	
Class of share		Prescribed particulars of rights attached to shares
Prescribed particulars	<ul> <li>(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.</li> <li>(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).</li> <li>(h) If any holder of A Tracker Shares, B Tracker Shares, Preference Shares or Growth Shares shall fail or refuse to surrender the</li> </ul>	The particulars are: a. particulars of any voting rights, including rights that arise only in certain circumstances; b. particulars of any rights, as respects dividends, to participate in a distribution; c. particulars of any rights, as respects capital, to participate in a distribution (including on winding up); and d. whether the shares are to be redeemed or are liable to be redeemed at the option of the company or the shareholder and any terms or conditions relating to redemption of these shares.  A separate table must be used for each class of share.

Statement of capital (Prescribed particulars of rights attached to shares)			
Class of share	B1 Tracker (16 of 16)	Prescribed particulars of rights attached to shares	
Prescribed particulars	<ul> <li>(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.</li> <li>(j) 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 norminal amount (as nearly as may be) as the Shares of such class then in issue or into unclassified Shares of the same norminal amount as the A Tracker Shares, B Tracker Shares, Preference Shares or Growth Shares (as the case may be).</li> </ul>	The particulars are:  a. particulars of any voting rights, including rights that arise only in certain circumstances;  b. particulars of any rights, as respects dividends, to participate in a distribution;  c. particulars of any rights, as respects capital, to participate in a distribution (including on winding up); and  d. whether the shares are to be redeemed or are liable to be redeemed at the option of the company or the shareholder and any terms or conditions relating to redemption of these shares.  A separate table must be used for each class of share.	

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Statement of capital

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

Class of share

B2 Tracker (1 of 16)

Prescribed particulars

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:

## 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;
- particulars of any rights, as respects capital, to participate in a distribution (including on winding up); and
- d. whether the shares are to be redeemed or are liable to be redeemed at the option of the company or the shareholder and any terms or conditions relating to redemption of these shares.

5	Statement of capital (Prescribed particulars of rights attached to share	es)
Class of share	B2 Tracker (2 of 16)	Prescribed particulars of rights     attached to shares
Prescribed particulars  1	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% (live and one half per cert) 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.	<ul> <li>a. particulars of any voting rights, including rights that arise only in certain circumstances;</li> <li>b. particulars of any rights, as respects dividends, to participate in a distribution;</li> <li>c. particulars of any rights, as respects capital, to participate in a distribution (including on winding up); and</li> <li>d. whether the shares are to be redeemed or are liable to be redeemed at the option of the company or the shareholder and any terms or conditions relating to redemption of these shares.</li> <li>A separate table must be used for each class of share.</li> </ul>

5	Statement of	capita	I (Prescribed particulars of rights attached to shares	3)
Class of share	B2 Tracker (	3 of 16)		Prescribed particulars of rights     attached to shares
Prescribed particulars  1	(b)	No Ordany fina (i) (ii) (iii) (iv)  Every copro rata the sha	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.  Ilinary Dividend or Growth Dividend shall be paid in respect of ancial year of the Company unless:  all Tracker Dividends and all Preference Dividends in respect of that financial year have been paid in full or waived; and  all Tracker Shares and all Preference Shares which have fallen due for redemption have been redeemed; and  there are no arrears of any other dividends; and  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.  dividend shall be distributed to the appropriate shareholders a according to the amounts paid up or credited as paid up on the health of the paid in cash.	attached to shares  The particulars are:  a. particulars of any voting rights, including rights that arise only in certain circumstances;  b. particulars of any rights, as respects dividends, to participate in a distribution;  c. particulars of any rights, as respects capital, to participate in a distribution (including on winding up); and  d. whether the shares are to be redeemed or are liable to be redeemed at the option of the company or the shareholder and any terms or conditions relating to redemption of these shares.  A separate table must be used for each class of share.

5	Statement of	capital (Prescribed particulars of rights attached to shares	articulars of rights attached to shares)		
Class of share	B2 Tracker (4	4 of 16)	Prescribed particulars of rights attached to shares		
Prescribed particulars	(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.	The particulars are:  a. particulars of any voting rights, including rights that arise only in certain circumstances;		
	(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.	b. particulars of any rights, as respects dividends, to participate in a distribution; c. particulars of any rights, as respects capital, to participate in distribution (including on winding up); and d. whether the shares are to be redeemed or are liable to be redeemed at the option of the company or the shareholder and any terms or conditions relating to		
	(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.	redemption of these shares.  A separate table must be used for each class of share.		
	otherw purcha assets applie	TAL: On a return of assets on liquidation or capital reduction or vise (except upon the redemption of shares of any class or the ase by the Company of its own shares) (a "Return of Capital"), the sof the Company remaining after the payment of its liabilities shall be d (to the extent that the Company is lawfully able to do so) in the ng order of priority:			

Class of share	B2 Tracker (5 of 16)			Prescribed particulars of rights     attached to shares
Class of share Prescribed particulars	B2 Tracker (	first, in  (ii)	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) 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;  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,  a sum equal to any arrears, deficiency or accruals of any Dividend, or any debts arising under paragraph (e) relating	, 
			and Distributions in respect of the A2 Tracker Shares in to the date of the return of capital;  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;	

5	Statement o	f capital (Prescribed particulars of rights attached to shares	5)
Class of share	B2 Tracker	(6 of 16)	Prescribed particulars of rights     attached to shares
Prescribed particulars	(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;	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)	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;	c. particulars of any rights, as respects capital, to participate in distribution (including on winding up); and d. whether the shares are to be redeemed or are liable to be redeemed at the option of the company or the shareholder and any terms or conditions relating to
	(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:	redemption of these shares.  A separate table must be used for each class of share.
		N 55,555 x v x 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.	

### SH19 - Continuation page

Statement of capital

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

Class of share

#### B2 Tracker (7 of 16)

### Prescribed particulars

- (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;
- 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;

## Prescribed particulars of rights attached to shares

The particulars are:

- 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;
- particulars of any rights, as respects capital, to participate in a distribution (including on winding up); and
- d. whether the shares are to be redeemed or are liable to be redeemed at the option of the company or the shareholder and any terms or conditions relating to redemption of these shares.

	Prescribed particulars of rights     attached to shares
t, have the option, exercisable at any time; and hare shall, subject to the provisions of Part 18 of the the option, exercisable on, or at any time after the "Redemption Event Date") to redeem any or Shares, B Tracker Shares, Preference Shares as the case may be) upon and subject to the conditions:  """""""""""""""""""""""""""""""""""	
	a Growth Share (as the case may be) shall serve not less than twenty eight (28) days notice in writing; and 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

In accordance with Section 644 & 649 of the

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first).

Companies Act 2006.	Statement of capita	il	
5	Statement of capit	al (Prescribed particulars of rights attached to share	s)
Class of share	B2 Tracker (9 of 16	6)	Prescribed particulars of rights attached to shares
Prescribed particulars	2.	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;  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	attached to shares  The particulars are:  a. particulars of any voting rights, including rights that arise only in certain circumstances;  b. particulars of any rights, as respects dividends, to participate in a distribution;  c. particulars of any rights, as respects capital, to participate in a distribution (including on winding up); and  d. whether the shares are to be redeemed or are liable to be redeemed at the option of the company or the shareholder and any terms or conditions relating to redemption of these shares.  A separate table must be used for each class of share.

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

5	Statement of capital (Pre	scribed particulars of rights attached to shares	s)
Class of share	B2 Tracker (10 of 16)		Prescribed particulars of rights     attached to shares
Prescribed particulars   T  T  T  T  T  T  T  T  T  T  T  T	3. 4.	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").  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").  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	The particulars are: a. particulars of any voting rights, including rights that arise only in certain circumstances; b. particulars of any rights, as respects dividends, to participate in a distribution; c. particulars of any rights, as respects capital, to participate in a distribution (including on winding up); and d. whether the shares are to be redeemed or are liable to be redeemed at the option of the company or the shareholder and any terms or conditions relating to redemption of these shares.  A separate table must be used for each class of share.

5	Statement of capital (Prescribed particular	s of rights attached to shares)
Class of share	B2 Tracker (11 of 16)	Prescribed particulars of rights     attached to shares
Prescribed particulars	deficiency or acc Dividends or any d relating to Dividend in respect of the down to the date of Tracker Redempti  6. B2 Tracker Share payment of the agg Tracker Shares bei sum equal to any a any A2/B2 Tracker under paragraph Distributions in ea Tracker Shares cal	a sum equal to any arrears, cruals of any A2/B2 Tracker ebts arising under paragraph (e) s and Distributions in each case A2 Tracker Shares calculated of the Return of Capital (the "A2"  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
	the price per Gr Shareholders would	A separate table must be used for each class of share.  A separate table must be used for each class of share.  A separate table must be used for each class of share.
	(a) The Company shall have the opt redeem any or all of the A Tracker the case may be) in tranches of not	Shares or B Tracker Shares (as
	(i) £1,000,000 par value (provided that A Tracker Shares, the same number Tracker Shares are redeemed (and redemption of B Tracker Shares, the Shares as B1 Tracker Shares are researched.	er of A2 Tracker Shares as A1 vice versa) and, in the case of a he same number of B2 Tracker

### SH19 - Continuation page

Statement of capital

5	•
Class of share	_

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

B2 Tracker (12 of 16)

### Prescribed particulars

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

## Prescribed particulars of rights attached to shares

The particulars are:

- 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;
- particulars of any rights, as respects capital, to participate in a distribution (including on winding up); and
- d. whether the shares are to be redeemed or are liable to be redeemed at the option of the company or the shareholder and any terms or conditions relating to redemption of these shares.

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Statement of capital

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

Class of share

B2 Tracker (13 of 16)

### Prescribed particulars

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").

#### 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
- d. whether the shares are to be redeemed or are liable to be redeemed at the option of the company or the shareholder and any terms or conditions relating to redemption of these shares.

Class of share	B2 Tracker (14 of 16)	Prescribed particulars of rights
Prescribed particulars	(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 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, Reference Shares or Growth Shares shall relate first to the said arrears, deficiency, accruals or debts.  (e) If any certificate surendered 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 liable to be redeemed.	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 participat in a distribution;  c. particulars of any rights, as respects capital, to participate in distribution (including on winding up); and  d. whether the shares are to be redeemed or are liable to be redeemed at the option of the company or the shareholder and any terms or conditions relating redemption of these shares.  A separate table must be used for each class of share.

Class of share	B2 Tracker (	15 of 16)	Prescribed particulars of rights     ottoched to charge		
Class of share  Prescribed particulars		In respect 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.  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).  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, 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.			

Class of share	B2 Tracker (	(16 of 16)	Prescribed particulars of rights     streeped to phases
Prescribed particulars	(1)	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.  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).	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 distribution (including on winding up); and  d. whether the shares are to be redeemed or are liable to be redeemed or are liable to be redeemed at the option of the company or the shareholder and any terms or conditions relating the redemption of these shares.  A separate table must be used for each class of share.

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

Class of share

Growth (1 of 16)

Prescribed particulars

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:

## 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:
- particulars of any rights, as respects capital, to participate in a distribution (including on winding up); and
- d. whether the shares are to be redeemed or are liable to be redeemed at the option of the company or the shareholder and any terms or conditions relating to redemption of these shares.

Class of share	Growth (3 of 16)	Prescribed particulars of rights     attached to shares
Prescribed particulars	(V) Fifth, in paying to the holders of the Growth Sha dividend (the "Growth Dividend") as the Direct determine but with and subject to the written conse holders of 75% or more of the total number of Shares in issue from time to time ("Majority Sha Consent") and only to the extent that there a available for distribution. Any Growth Dividend sha not later than six months after the end of the accounting period or within twenty eight days after report on the accounts of the Company for the signed by the Company's auditors, whichever is ear only in the company unless:  (i) all Tracker Dividends and all Preference Dividends and Interest of that financial year have been paid in waived; and  (ii) all Tracker Shares and all Preference Shares where the fallen due for redemption have been redeemed; and in the fallen due for redemption have been redeemed; and there are no arrears of any other dividends; and (iv) there are no arrears of any other dividends; and there are no debts due but unpaid (and not were spect of any current or prior financial years Company, in respect of any of the Tracker Share Preference Shares, and in particular and without to the generality of the foregoing, any debts arising paragraph (e) relating to Dividends and Distributions.  (c) Every dividend shall be distributed to the appropriate shar pro rate according to the amounts paid up or credited as put the shares held by them respectively. All dividends are expected to the angelia paragraph in the appropriate sharp to the shares held by them respectively. All dividends are expected to the angelia paragraph in the appropriate sharp to the shares held by them respectively. All dividends are expected to the angelia paragraph in the appropriate sharp to the shares held by them respectively. All dividends are expected to the angelia paragraph in the appropriate sharp to the shares held by them respectively.	The particulars are: a. particulars of any voting rights, including rights that arise only incertain circumstances; b. particulars of any rights, as respects dividends, to participal in a distribution; c. particulars of any rights, as respects dividends, to participal in a distribution; c. particulars of any rights, as respects capital, to participate in distribution (including on windir 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 an any terms or conditions relating redemption of these shares.  A separate table must be used for each class of share.  A separate table must be used for each class of share.  The particulars are: a. particulars of any voting rights, including rights that arise only in certain circumstances; b. particulars of any rights, as respects capital, to participate in distribution (including on windir up); and d. whether the shares are to be redeemed at the option of the company or the shareholder an any terms or conditions relating redemption of these shares.  A separate table must be used for each class of share.

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Statement of capital

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

Class of share

#### Growth (4 of 16)

### Prescribed particulars

- (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.
- (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:

#### Prescribed particulars of rights attached to shares

The particulars are:

- a. 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
- d. whether the shares are to be redeemed or are liable to be redeemed at the option of the company or the shareholder and any terms or conditions relating to redemption of these shares.

Class of share	Growth (5 of 16)		Prescribed particulars of rights     attached to shares
Class of share  Prescribed particulars	(a) first, in  (i)  (ii)  together with a A2/B2 Tracker to Dividends	the holders of the A1 Tracker Shares and the B1 Tracker Shares (pari 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;  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, as sum equal to any arrears, deficiency or accruals of any Dividend, or any debts arising under paragraph (e) relating and Distributions in respect of the A2 Tracker Shares in to the date of the return of capital;  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;	The particulars are:  a. particulars of any voting rights, including rights that arise only i certain circumstances;  b. particulars of any rights, as respects dividends, to participal in a distribution;  c. particulars of any rights, as respects capital, to participate i distribution (including on windin up); and  d. whether the shares are to be redeemed at the option of the company or the shareholder an any terms or conditions relating redemption of these shares.  A separate table must be used for each class of share.

Class of share	Growth (6 of	16)	Prescribed particulars of rights     attached to charge.
Prescribed particulars	(c)	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;  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; fourth, in paying to the C1 Growth Shares (as a class) in respect of a Return of Capital by application of the following formula:  N  55,555  x V x 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.	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 participat in a distribution;  c. particulars of any rights, as respects capital, to participate in distribution (including on winding up); and  d. whether the shares are to be redeemed or are liable to be redeemed at the option of the company or the shareholder and any terms or conditions relating redemption of these shares.  A separate table must be used for each class of share.

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

Class of share

#### Growth (7 of 16)

### Prescribed particulars

- (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;

#### Prescribed particulars of rights attached to shares

The particulars are:

- 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;
- particulars of any rights, as respects capital, to participate in a distribution (including on winding up); and
- d. whether the shares are to be redeemed or are liable to be redeemed at the option of the company or the shareholder and any terms or conditions relating to redemption of these shares.

Class of share	Growth (8 of 16)	Prescribed particulars of rights attached to shares
Prescribed particulars	(iii) a Preference Share shall, subject to the provisions of F 18 of the Act, have the option, exercisable at any time; a	Part The particulars are:
	(iv) a Growth Share shall, subject to the provisions of Part 19 the Act, have the option, exercisable on, or at any time a an IPO,	8 of b. particulars of any rights, as
	(in any such case the "Redemption Event Date") to redeem any all of the A Tracker Shares, B Tracker Shares, Preference Sha or Growth Shares (as the case may be) upon and subject to following terms and conditions:	y or respects capital, to participate tres distribution (including on winding up); and d. whether the shares are to be
	In order to exercise such option:	redeemed or are liable to be redeemed at the option of the company or the shareholder ar
	(aa) a holder or holders of an A1 Tracker Share an A2 Tracker Share, a Preference Share a Growth Share (as the case may be) s serve not less than twenty eight (28) do notice in writing; and	redemption of these shares.  A separate table must be used for
	(bb) a holder or holders of a B1 Tracker Share of B2 Tracker Share (as the case may be) si serve not less than ninety (90) days notice writing	hall
	(in each case, a "Redemption Event Notice") on Company specifying the number of A Tracker Shares Tracker Shares, Preference Shares or Growth Shares the case may be) held by such holder or holders to redeemed and the proposed date of such redempt (which shall be no earlier than twenty eight days after relevant Redemption Event Date) ("Holder Redempti Date") provided that a Redemption Event Notice may not served by a Growth Shareholder if a Growth Shareholder	, B (as be tion the be

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

Class of share

Growth (9 of 16)

### Prescribed particulars

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).

## 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;
- particulars of any rights, as respects capital, to participate in a distribution (including on winding up); and
- d. whether the shares are to be redeemed or are liable to be redeemed at the option of the company or the shareholder and any terms or conditions relating to redemption of these shares.

Class of share	Growth (10 of 16)				Prescribed particulars of rights
Class of share  Prescribed particulars	<u> </u>	3. 4.	Prefei paym being Divide Reder Amou A1 Tr. redee par va Share togeth deficie Divide relatin the A calcul. ("A1/E	rence Shares shall be redeemed upon ent of the par value of the Preference Shares redeemed, together with all Preference ends unpaid at any time up to the Holder mption Date ("Preference Share Redemption unt").  acker Shares and B1 Tracker Shares shall be med upon payment of the aggregate of the alue of the A1 Tracker Shares or B1 Tracker is (as the case may be) being redeemed her with all a sum equal to any arrears, ency or accruals of any A1/B1 Tracker ends or any debts arising under paragraph (e) go to Dividends and Distributions in respect of 1 tracker Shares and/or B1 Tracker Shares ated down to the date of the Return of Capital B1 Tracker Shares Redemption Amount").  Fracker Shares shall be redeemed upon ent of the aggregate of:  the par value of the A2 Tracker Shares being redeemed;  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  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	-

5 Statement of capital (Prescribed particulars of rights attached to shares)						
Class of share	Growth (11 of 16)	Prescribed particulars of rights attached to shares				
Prescribed particulars	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").  (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 he same number of B2 Tracker Shares as B1 Tracker Shares are redeemed (and vice versa) and, in the case of a redemption of B Tracker Shares he same number of B2 Tracker Shares as B1 Tracker Shares are redeemed (and vice versa) and in the case of a redemption of B Tracker Shares are redeemed (and vice versa) and in the case of a redemption of B Tracker Shares are redeemed (and vice versa) and in the case of a redemption of B Tracker Shares he same number of B2 Tracker Shares and the redemption of B1 Tracker Shares are redeemed the part of the	The particulars are:  a. particulars of any voting rights, including rights that arise only in certain circumstances;  b. particulars of any rights, as respects dividends, to participate in a distribution;  c. particulars of any rights, as respects capital, to participate in a distribution (including on winding up); and  d. whether the shares are to be redeemed or are liable to be redeemed at the option of the company or the shareholder and any terms or conditions relating to redemption of these shares.  A separate table must be used for each class of share.				

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

Class of share

Growth (12 of 16)

### Prescribed particulars

(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,

## Prescribed particulars of rights attached to shares

The particulars are:

- 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;
- particulars of any rights, as respects capital, to participate in a distribution (including on winding up); and
- d. whether the shares are to be redeemed or are liable to be redeemed at the option of the company or the shareholder and any terms or conditions relating to redemption of these shares.

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Statement of capital

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

Class of share

Growth (13 of 16)

Prescribed particulars

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").

### Prescribed particulars of rights attached to shares

The particulars are:

- 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;
- particulars of any rights, as respects capital, to participate in a distribution (including on winding up); and
- d. whether the shares are to be redeemed or are liable to be redeemed at the option of the company or the shareholder and any terms or conditions relating to redemption of these shares.

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

Class of share

Growth (14 of 16)

## Prescribed particulars

- 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.

### 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;
- particulars of any rights, as respects capital, to participate in a distribution (including on winding up); and
- d. whether the shares are to be redeemed or are liable to be redeemed at the option of the company or the shareholder and any terms or conditions relating to redemption of these shares.

Class of share  Growth (15 of 16)  (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 Shares. Tracker Dividends shall cease to accrue on such A Tracker Shares or B Tracker Dividends shall cease to accrue on such A Tracker distribution; c. particulars of any rights, as respects dividends, to participate shares or B Tracker Shares (as the case may be) except in respect distribution; c. particulars of any rights, as respects capital, to participate distribution; c. particulars of any rights, as respects capital, to participate distribution; c. particulars of any rights, as respects capital, to participate distribution; c. particulars of any rights, as respects capital, to participate distribution; c. particulars of any rights, as respects capital, to participate distribution; c. particulars of any rights, as respects capital, to participate distribution; c. particulars of any rights, as respects capital, to participate distribution; c. particulars of any rights, as respects capital, to participate distribution; c. particulars of any rights, as respects capital, to participate distribution; c. particulars of any rights, as respects capital, to participate distribution; c. particulars of any rights, as respects capital, to participate distribution; c. particulars of any rights, as respects capital, to participate distribution; c. particulars of any rights, as respects capital, to participate distribution; c. particulars of any rights, as respects capital, to participate distribution; c. particulars of any rights, as respects capital, to participate distribution; c. particulars of any rights, as respects capital, to participate distribution; c. particulars of any rights, as
Prescribed particulars  (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 of any rights, as respects dividends, to participate of any Tracker Shares (as the case may be) except in respect distribution; (ncluding on wind up); and 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, B Tracker Shares, Preference Shares, Preference Shares, Preference Shares, Preference Shares or Growth Shares or shall fail or refuse to accept the redemption monies shall be retained and held by the Company in trust for such holder but without interest or further obligation

5 Statement of capital (Prescribed particulars of rights attached to shares)						
Class of share  Prescribed particulars	Growth (16 of	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.  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	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			
		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).	d. whether the shares are to be redeemed or are liable to be redeemed at the option of the company or the shareholder and any terms or conditions relating to redemption of these shares.  A separate table must be used for each class of share.			