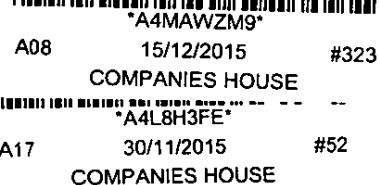


X What this form is NOT for
You cannot use this form to
give notice of a cancellation of
shares held by a public company
under section 663 of the
Companies Act 2006. To do so,
please use form SH07.



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

All fields are mandatory unless
specified or indicated by *

CHFP025
10/13 Version 5.0 Laserform International 9/13

SH06

Notice of cancellation of shares

Statement of capital

Section 4 (also **Section 5** and **Section 6** if appropriate) should reflect the company's share capital immediately following the cancellation

4 Statement of capital (Share capital in pound sterling (£))

Please complete the table below to show each class of shares held in pound sterling
If all your issued capital is in sterling, only complete **Section 4** and then go to **Section 7**

Class of shares (E g Ordinary/Preference etc)	Amount paid up on each share ①	Amount (if any) unpaid on each share ①	Number of shares ②	Aggregate nominal value ③
See attached continuation sheet				£
				£
				£
				£
Totals			0	£ 0 00

5 Statement of capital (Share capital in other currencies)

Please complete the table below to show any class of shares held in other currencies
Please complete a separate table for each currency

Currency				
Class of shares (E g Ordinary/Preference etc)	Amount paid up on each share ❶	Amount (if any) unpaid on each share ❶	Number of shares ❷	Aggregate nominal value ❸
Totals				

Currency				
Class of shares (E g Ordinary/Preference etc)	Amount paid up on each share ❶	Amount (if any) unpaid on each share ❶	Number of shares ❷	Aggregate nominal value ❸
Totals				

6 Statement of capital (Totals)

	Please give the total number of shares and total aggregate nominal value of issued share capital	④ Total aggregate nominal value Please list total aggregate values in different currencies separately. For example £100 + €100 + \$10 etc
Total number of shares	0	
Total aggregate nominal value ④		

① Including both the nominal value and any share premium

③ Number of shares issued multiplied by nominal value of each share

② Total number of issued shares in this class

Continuation pages
Please use a Statement of Capital continuation page if necessary

Notice of cancellation of shares

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

Please give the prescribed particulars of rights attached to shares for each class of share shown in the statement of capital share tables in **Section 4** and **Section 5**.

Class of share	Ordinary
----------------	----------

Prescribed particulars	See continuation sheet
------------------------	------------------------

1 Prescribed particulars of rights attached to shares

The particulars are

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

A separate table must be used for each class of share

Continuation pages

Please use a Statement of Capital
continuation page if necessary

Class of share	Redeemable preference
Ordinary shares	
Preference shares	
Non-redeemable	
Redeemable	

Prescribed particulars	See continuation sheet
------------------------	------------------------

Class of share	A1 redeemable preference
----------------	--------------------------

Prescribed particulars	See continuation sheet
------------------------	------------------------

8	Signature
---	-----------

I am signing this form on behalf of the company

Signature

Signature _____

X

Gr. Markov

X

This form may be signed by

Director ②, Secretary, Person authorised ③, Administrator, Administrative receiver, Receiver, Receiver manager, CIC manager

2 Societas Europaea

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

3 Person authorised

Under either section 270 or 274 of
the Companies Act 2006

SH06

Notice of cancellation of shares



Presenter information

You do not have to give any contact information, but if you do it will help Companies House if there is a query on the form. The contact information you give will be visible to searchers of the public record.

Contact name **DFB/PMC/9062/676**

Company name
Moore Blatch

Address **11 The Avenue**

Post town **Southampton**

County/Region **Hampshire**

Postcode

S	O	1	7		1	X	F
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Country

DX **DX 38507 Southampton 3**

Telephone **023 8071 8000**



Checklist

We may return forms completed incorrectly or with information missing.

Please make sure you have remembered the following:

- ☐ The company name and number match the information held on the public Register
- ☐ You have completed section 2
- ☐ You have completed section 3
- ☐ You have completed the relevant sections of the Statement of capital
- ☐ You have signed the form



Important information

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



Where to send

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

For companies registered in England and Wales.

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

For companies registered in Scotland:

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

For companies registered in Northern Ireland

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



Further information

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

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

Please complete the table below to show each class of shares held in other currencies
Please complete a separate table for each currency

- ① Including both the nominal value and any share premium
- ② Total number of issued shares in this class
- ③ Number of shares issued multiplied by nominal value of each share

SH06 - continuation page

Notice of cancellation of shares

7

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

Class of share	ORDINARY SHARES	
Prescribed particulars	<p>VOTING</p> <p>The holders of the Ordinary Shares are entitled to attend, speak and vote (either on a show of hands or on a poll) at a general meeting</p> <p>DIVIDENDS AND DISTRIBUTION</p> <p>(a) The profits of the Company in respect of any financial year shall be applied</p> <p>(i) First, in paying to the holders of the A1 Tracker Shares and the B1 Tracker Shares (pari passu as if the same constituted one class of share) a preferential dividend (the "A1/B1 Tracker Dividend") of such amount per annum as is equal to 0.0100050025 of the capital for the time being paid up or credited as paid up thereon (including any premium) to be paid half yearly on 1 June and 1 December each year, and on redemption of any A1 Tracker Shares or B1 Tracker Shares 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</p> <p>(ii) Second, in paying to the holders of the A2 Tracker Shares and the B2 Tracker Shares (pari passu as if the same constituted one class of share) a preferential dividend (the "A2/B2 Tracker Dividend") of such amount per annum as is equal to (X x 2,000) of the capital for the time being paid up or credited as paid up thereon (including any premium) where</p> <p>X = the difference between the Bank of England base rate from time to time (calculated on a daily basis) (expressed as a percentage) and 1.5% provided that if the Bank of England base rate as aforesaid is equal to or less than 1.5%, X = 0</p> <p>to be paid half yearly on 1 June and 1 December each year, and on redemption of any A2 Tracker Shares or B2 Tracker Shares. Such dividends shall rank for payment in priority to the payment of any dividend on any other class of Shares except an A1/B1 Tracker Dividend</p> <p>(iii) Third, in paying to the holders of the Preference Shares a preferential dividend (the "Preference Dividend") of such amount per annum as is equal to 5.5% (five and one half per cent) on the capital for the time being paid up or credited as paid up thereon (including any premium) to be paid half yearly on 1 June and 1 December each year, and on redemption of any Preference Shares in respect of such Preference Shares so redeemed. Such dividends shall rank for payment in priority to the payment of any dividend on any other class of Shares except a Tracker Dividend</p>	<p>Prescribed particulars of rights attached to shares</p> <p>The particulars are</p> <ul style="list-style-type: none"> 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 <p>A separate table must be used for each class of share</p>

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Notice of cancellation of shares

7

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

Class of share	ORDINARY SHARES	
Prescribed particulars	<p>(f) The Company shall procure that each of its subsidiaries which has profits available for distribution shall from time to time and to the extent that it may lawfully do so declare and pay to the Company such dividends as are necessary to permit lawful and prompt payment by the Company of all and any Tracker Dividend or Preference Dividend or any redemption monies or debts due on or in respect of the Tracker Shares or Preference Shares</p> <p>CAPITAL</p> <p>On a return of assets on liquidation or capital reduction or otherwise (other than a conversion, redemption or repurchase by the Company of its own Shares), 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</p> <p>(a) first, in paying to</p> <p>(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,</p> <p>(ii) the holders of the A2 Tracker Shares such amount as shall be equal to</p> <p>a the par value of the A2 Tracker Shares held by them,</p> <p>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</p> <p>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,</p>	<p>Prescribed particulars of rights attached to shares</p> <p>The particulars are</p> <p>a particulars of any voting rights, including rights that arise only in certain circumstances,</p> <p>b particulars of any rights, as respects dividends, to participate in a distribution,</p> <p>c particulars of any rights, as respects capital, to participate in a distribution (including on winding up), and</p> <p>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</p> <p>A separate table must be used for each class of share</p>

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Notice of cancellation of shares

7

Statement of capital (Prescribed particulars of rights¹ attached to shares)

Class of share	ORDINARY SHARES	
Prescribed particulars	<p>(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,</p> <p>(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,</p> <p>(c) third, in paying to the holders of the Ordinary Shares 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 has been distributed to the holders of the Ordinary Shares,</p> <p>(d) fourth, in paying to the Growth Shareholders, an amount equal to such percentage as shall be determined in accordance with the following formula</p> $A/B \times 10\%$ <p>where</p> <p>A = the total number of Growth Shares in issue immediately prior to the time of the Sale, and</p> <p>B = 55,555</p> <p>of the amount by which the balance of such assets exceeds £100 million in proportion to the number of Growth Shares held by each Growth Shareholder,</p> <p>(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,</p>	<p>¹ Prescribed particulars of rights attached to shares</p> <p>The particulars are</p> <ul style="list-style-type: none"> 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 <p>A separate table must be used for each class of share</p>

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Notice of cancellation of shares

7

Statement of capital (Prescribed particulars of rights¹ attached to shares)

Class of share	ORDINARY SHARES	
Prescribed particulars	<p>(f) sixth, in paying the amounts paid up on each Deferred Share after repayment of £100 million per Ordinary Share, and</p> <p>(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</p> <p>REDEMPTION The Ordinary Shares are not redeemable</p>	<p>¹ Prescribed particulars of rights attached to shares The particulars are</p> <ul style="list-style-type: none"> 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 <p>A separate table must be used for each class of share</p>

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Notice of cancellation of shares

7	Statement of capital (Prescribed particulars of rights ¹ attached to shares)	
Class of share	A1 Tracker	¹ Prescribed particulars of rights attached to shares The particulars are a particulars of any voting rights, including rights that arise only in certain circumstances, b particulars of any rights, as respects dividends, to participate in a distribution, c particulars of any rights, as respects capital, to participate in a distribution (including on winding up), and d whether the shares are to be redeemed or are liable to be redeemed at the option of the company or the shareholder and any terms or conditions relating to redemption of these shares A separate table must be used for each class of share
Prescribed particulars	<p>VOTING</p> <p>Neither the A Tracker Shares nor the B Tracker Shares (together the "Tracker Shares") nor the Preference Shares nor Growth Shares shall confer on their holders any rights to receive notice of or to be present and speak at any general meeting of the Company or any voting rights</p> <p>DIVIDENDS AND DISTRIBUTION</p> <p>(a) The profits of the Company in respect of any financial year shall be applied</p> <p>(i) First, in paying to the holders of the A1 Tracker Shares and the B1 Tracker Shares (pari passu as if the same constituted one class of share) a preferential dividend (the "A1/B1 Tracker Dividend") of such amount per annum as is equal to 0 0100050025 of the capital for the time being paid up or credited as paid up thereon (including any premium) to be paid half yearly on 1 June and 1 December each year, and on redemption of any A1 Tracker Shares or B1 Tracker Shares 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</p> <p>(ii) Second, in paying to the holders of the A2 Tracker Shares and the B2 Tracker Shares (pari passu as if the same constituted one class of share) a preferential dividend (the "A2/B2 Tracker Dividend") of such amount per annum as is equal to (X x 2,000) of the capital for the time being paid up or credited as paid up thereon (including any premium) where</p> <p>X = the difference between the Bank of England base rate from time to time (calculated on a daily basis) (expressed as a percentage) and 1 5% provided that if the Bank of England base rate as aforesaid is equal to or less than 1 5%, X = 0</p> <p>to be paid half yearly on 1 June and 1 December each year, and on redemption of any A2 Tracker Shares or B2 Tracker Shares. Such dividends shall rank for payment in priority to the payment of any dividend on any other class of Shares except an A1/B1 Tracker Dividend</p>	

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Notice of cancellation of shares

7 Statement of capital (Prescribed particulars of rights ^① attached to shares)	
Class of share	A1 Tracker
Prescribed particulars	<p>(iii) Third, in paying to the holders of the Preference Shares a preferential dividend (the "Preference Dividend") of such amount per annum as is equal to 5 5% (five and one half per cent) on the capital for the time being paid up or credited as paid up thereon (including any premium) to be paid half yearly on 1 June and 1 December each year, and on redemption of any Preference Shares in respect of such Preference Shares so redeemed Such dividends shall rank for payment in priority to the payment of any dividend on any other class of Shares except a Tracker Dividend</p> <p>(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</p> <p>(b) No Ordinary Dividend shall be paid in respect of any financial year of the Company unless</p> <p>(i) all Tracker Dividends and all Preference Dividends in respect of that financial year have been paid in full or waived, and</p> <p>(ii) all Tracker Shares and all Preference Shares which have fallen due for redemption have been redeemed, and</p> <p>(iii) there are no arrears of any other dividends, and</p> <p>(iv) there are no debts due but unpaid (and not waived) in respect of any current or prior financial years of the Company, in respect of any of the Tracker Shares or the Preference Shares, and in particular and without prejudice to the generality of the foregoing, any debts arising under paragraph (e) relating to Dividends and Distributions</p> <p>(c) Every dividend shall be distributed to the appropriate shareholders pro rata according to the amounts paid up or credited as paid up on the shares held by them respectively All dividends are expressed net and shall be paid in cash</p> <p>(d) Each of the A1/B1 Tracker Dividend and A2/B2 Tracker Dividend (together the "Tracker Dividend") and the Preference Dividend shall accrue on a daily basis and shall be cumulative</p>
<p>① Prescribed particulars of rights attached to shares The particulars are</p> <ul style="list-style-type: none">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), andd 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 <p>A separate table must be used for each class of share</p>	

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Notice of cancellation of shares

7	Statement of capital (Prescribed particulars of rights ^① attached to shares)	
Class of share	A1 Tracker	
Prescribed particulars	<p>(e) Unless the Company has insufficient profits available for distribution and the Company is thereby prohibited from paying a Tracker Dividend or a Preference Dividend by the Act, each of the Tracker Dividend and the Preference Dividend shall be paid immediately on their respective due dates. Such payment shall be made notwithstanding Articles 70 to 77 inclusive of the Model Articles or any other provision of these Articles, and in particular notwithstanding that there has not been a resolution of the Company in general meeting. If they are not paid on such due dates they shall be a debt due by the Company and shall be payable in priority to any other dividend.</p> <p>(f) The Company shall procure that each of its subsidiaries which has profits available for distribution shall from time to time and to the extent that it may lawfully do so declare and pay to the Company such dividends as are necessary to permit lawful and prompt payment by the Company of all and any Tracker Dividend or Preference Dividend or any redemption monies or debts due on or in respect of the Tracker Shares or Preference Shares.</p> <p>(g) The Growth Shares shall not confer on their holders any rights to any dividend.</p> <p>CAPITAL</p> <p>On a return of assets on liquidation or capital reduction or otherwise (other than a conversion, redemption or repurchase by the Company of its own Shares), 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</p> <p>(a) first, in paying to</p> <p>(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,</p> <p>(ii) the holders of the A2 Tracker Shares such amount as shall be equal to</p> <p>a the par value of the A2 Tracker Shares held by them,</p>	

① Prescribed particulars of rights attached to shares
The particulars are

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

7 Statement of capital (Prescribed particulars of rights ^① attached to shares)	
Class of share	A1 Tracker
Prescribed particulars	<p>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</p> <p>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,</p> <p>(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,</p> <p>(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,</p> <p>(c) third, in paying to the holders of the Ordinary Shares 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 has been distributed to the holders of the Ordinary Shares,</p> <p>(d) fourth, in paying to the Growth Shareholders, an amount equal to such percentage as shall be determined in accordance with the following formula</p> $A/B \times 10\%$ <p>where</p> <p>A = the total number of Growth Shares in issue immediately prior to the time of the Sale, and</p> <p>B = 55,555 of the amount which the balance of such assets exceeds £100 million in proportion to the number of Growth Shares held by each Growth Shareholder,</p>
<p>① Prescribed particulars of rights attached to shares The particulars are</p> <ul style="list-style-type: none">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), andd 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 <p>A separate table must be used for each class of share</p>	

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Notice of cancellation of shares

7

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

Class of share	A1 Tracker	<p>Prescribed particulars of rights attached to shares The particulars are</p> <ul style="list-style-type: none"> 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 <p>A separate table must be used for each class of share</p>
Prescribed particulars	<p>(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,</p> <p>(f) sixth, in paying the amounts paid up on each Deferred Share after repayment of £100 million per Ordinary Share, and</p> <p>(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</p> <p>REDEMPTION</p> <p>A holder or holders of</p> <p>(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</p> <p>(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"),</p> <p>(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</p> <p>(C) 1 December 2022,</p> <p>(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,</p> <p>(iii) a Preference Share shall, subject to the provisions of Part 18 of the Act, have the option, exercisable at any time, and</p> <p>(iv) a Growth Share shall, subject to the provisions of Part 18 of the Act, have the option, exercisable on, or at any time after an IPO, (in any such case the "Redemption Event Date") to redeem any or all of the A Tracker Shares, B Tracker Shares, Preference Shares or Growth Shares (as the case may be) upon and subject to the following terms and conditions</p>	

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Notice of cancellation of shares

7	Statement of capital (Prescribed particulars of rights attached to shares)	
Class of share	A1 Tracker	
Prescribed particulars	<p>1 In order to exercise such option</p> <p>(aa) a holder or holders of an A1 Tracker Share, an A2 Tracker Share, a Preference Share or a Growth Share (as the case may be) shall serve not less than twenty eight (28) days notice in writing, and</p> <p>(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</p> <p>(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) 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"),</p> <p>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)</p> <p>3 Preference Shares shall be redeemed upon payment of the par value of the Preference Shares being redeemed, together with all Preference Dividends unpaid at any time up to the Holder Redemption Date ("Preference Share Redemption Amount")</p> <p>4 A1 Tracker Shares and B1 Tracker Shares shall be redeemed upon payment of the aggregate of the par value of the A1 Tracker Shares or B1 Tracker Shares (as the case may be) being redeemed together with all a sum equal to any arrears, deficiency or accruals of any A1/B1 Tracker Dividends or any debts arising under paragraph (e) relating to Dividends and Distributions in respect of the A1 tracker Shares and/or B1 Tracker Shares calculated down to the date of the return of capital ("A1/B1 Tracker Share Redemption Amount")</p>	

Prescribed particulars of rights attached to shares

The particulars are

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

A separate table must be used for each class of share

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Notice of cancellation of shares

7	Statement of capital (Prescribed particulars of rights attached to shares)	
Class of share	A1 Tracker	Prescribed particulars of rights attached to shares The particulars are a particulars of any voting rights, including rights that arise only in certain circumstances, b particulars of any rights, as respects dividends, to participate in a distribution, c particulars of any rights, as respects capital, to participate in a distribution (including on winding up), and d whether the shares are to be redeemed or are liable to be redeemed at the option of the company or the shareholder and any terms or conditions relating to redemption of these shares. A separate table must be used for each class of share
Prescribed particulars	<p>5 A2 Tracker Shares shall be redeemed upon payment of the aggregate of</p> <p>(aa) the par value of the A2 Tracker Shares being redeemed,</p> <p>(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</p> <p>(cc) additional interest at the rate of 2% (two per cent) per annum accruing on a daily basis commencing 30 November 2012, such interest being payable on such amount as shall be equal to 2,000 multiplied by the par value of the A2 Tracker Shares being redeemed together with all a sum equal to any arrears, deficiency or accruals of any A2/B2 Tracker Dividends or any debts arising under paragraph (e) relating to Dividends and Distributions in each case in respect of the A2 Tracker Shares calculated down to the date of the return of capital (the "A2 Tracker Redemption Amount")</p> <p>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")</p> <p>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")</p> <p>(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</p> <p>(i) (in the case of A1 or B1 Tracker Shares) £1,000,000 par value or (in the case of A2 or B2 Tracker Shares) £10,000 par value, and</p> <p>(ii) the aggregate nominal amount of all of the A Tracker Shares or the B Tracker Shares being redeemed in issue</p> <p>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)</p>	

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Notice of cancellation of shares

7	Statement of capital (Prescribed particulars of rights ^① attached to shares)	
Class of share	A1 Tracker	① Prescribed particulars of rights attached to shares The particulars are a particulars of any voting rights, including rights that arise only in certain circumstances, b particulars of any rights, as respects dividends, to participate in a distribution, c particulars of any rights, as respects capital, to participate in a distribution (including on winding up), and d whether the shares are to be redeemed or are liable to be redeemed at the option of the company or the shareholder and any terms or conditions relating to redemption of these shares A separate table must be used for each class of share
Prescribed particulars	<p>In order to exercise such option, the Company shall serve not less than twenty eight days 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")</p> <p>(a) The Company shall have the option, exercisable on or at any time after</p> <p>(i) an IPO, or</p> <p>(ii) a Sale Date,</p> <p>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 twenty eight days 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")</p> <p>(a) 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 twenty eight days' 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")</p> <p>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</p>	

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Notice of cancellation of shares

7	Statement of capital (Prescribed particulars of rights attached to shares)	
Class of share	A1 Tracker	
Prescribed particulars	<p>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</p> <p>(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</p> <p>(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</p> <p>(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)</p> <p>(h) If any holder of A Tracker Shares, B Tracker Shares, Preference Shares or Growth Shares shall fail or refuse to surrender the certificate or certificates for such A Tracker Shares, B Tracker Shares, Preference Shares or Growth Shares or shall fail or refuse to accept the redemption monies payable in respect of them, such redemption monies shall be retained and held by the Company in trust for such holder but without interest or further obligation whatever</p> <p>(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</p>	<p>Prescribed particulars of rights attached to shares The particulars are</p> <ul style="list-style-type: none"> 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 <p>A separate table must be used for each class of share</p>

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Notice of cancellation of shares

7

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

Class of share	A1 Tracker	
Prescribed particulars	<p>(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)</p>	<p>Prescribed particulars of rights attached to shares The particulars are</p> <ul style="list-style-type: none"> 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 <p>A separate table must be used for each class of share</p>

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Notice of cancellation of shares

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

① Prescribed particulars of rights attached to shares

The particulars are

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

A separate table must be used for each class of share

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Notice of cancellation of shares

7

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

Class of share	A2 Tracker	
Prescribed particulars	<p>(iii) Third, in paying to the holders of the Preference Shares a preferential dividend (the "Preference Dividend") of such amount per annum as is equal to 5 5% (five and one half per cent) on the capital for the time being paid up or credited as paid up thereon (including any premium) to be paid half yearly on 1 June and 1 December each year, and on redemption of any Preference Shares in respect of such Preference Shares so redeemed. Such dividends shall rank for payment in priority to the payment of any dividend on any other class of Shares except a Tracker Dividend</p> <p>(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</p> <p>(b) No Ordinary Dividend shall be paid in respect of any financial year of the Company unless</p> <p>(i) all Tracker Dividends and all Preference Dividends in respect of that financial year have been paid in full or waived, and</p> <p>(ii) all Tracker Shares and all Preference Shares which have fallen due for redemption have been redeemed, and</p> <p>(iii) there are no arrears of any other dividends, and</p> <p>(iv) there are no debts due but unpaid (and not waived) in respect of any current or prior financial years of the Company, in respect of any of the Tracker Shares or the Preference Shares, and in particular and without prejudice to the generality of the foregoing, any debts arising under paragraph (e) relating to Dividends and Distributions</p> <p>(c) Every dividend shall be distributed to the appropriate shareholders pro rata according to the amounts paid up or credited as paid up on the shares held by them respectively. All dividends are expressed net and shall be paid in cash</p> <p>(d) Each of the A1/B1 Tracker Dividend and A2/B2 Tracker Dividend (together the "Tracker Dividend") and the Preference Dividend shall accrue on a daily basis and shall be cumulative</p>	<p>Prescribed particulars of rights attached to shares</p> <p>The particulars are</p> <ul style="list-style-type: none"> 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 <p>A separate table must be used for each class of share</p>

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Notice of cancellation of shares

7 Statement of capital (Prescribed particulars of rights attached to shares)	
Class of share	A2 Tracker
Prescribed particulars	<p>(e) Unless the Company has insufficient profits available for distribution and the Company is thereby prohibited from paying a Tracker Dividend or a Preference Dividend by the Act, each of the Tracker Dividend and the Preference Dividend shall be paid immediately on their respective due dates. Such payment shall be made notwithstanding Articles 70 to 77 inclusive of the Model Articles or any other provision of these Articles, and in particular notwithstanding that there has not been a resolution of the Company in general meeting. If they are not paid on such due dates they shall be a debt due by the Company and shall be payable in priority to any other dividend.</p> <p>(f) The Company shall procure that each of its subsidiaries which has profits available for distribution shall from time to time and to the extent that it may lawfully do so declare and pay to the Company such dividends as are necessary to permit lawful and prompt payment by the Company of all and any Tracker Dividend or Preference Dividend or any redemption monies or debts due on or in respect of the Tracker Shares or Preference Shares.</p> <p>(g) The Growth Shares shall not confer on their holders any rights to any dividend.</p> <p>CAPITAL</p> <p>On a return of assets on liquidation or capital reduction or otherwise (other than a conversion, redemption or repurchase by the Company of its own Shares), 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:</p> <p>(a) first, in paying to</p> <p>(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,</p> <p>(i) the holders of the A2 Tracker Shares such amount as shall be equal to</p> <p>a the par value of the A2 Tracker Shares held by them,</p>

1 Prescribed particulars of rights attached to shares
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- 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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Notice of cancellation of shares

7

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

Class of share	A2 Tracker	
Prescribed particulars	<p>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</p> <p>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,</p> <p>(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,</p> <p>(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,</p> <p>(c) third, in paying to the holders of the Ordinary Shares 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 has been distributed to the holders of the Ordinary Shares,</p> <p>(d) fourth, in paying to the Growth Shareholders, an amount equal to such percentage as shall be determined in accordance with the following formula</p> $A/B \times 10\%$ <p>where</p> <p>A = the total number of Growth Shares in issue immediately prior to the time of the Sale, and</p> <p>B = 55,555 of the amount which the balance of such assets exceeds £100 million in proportion to the number of Growth Shares held by each Growth Shareholder,</p>	<p>Prescribed particulars of rights attached to shares The particulars are</p> <ul style="list-style-type: none"> 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 <p>A separate table must be used for each class of share</p>

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Notice of cancellation of shares

7	Statement of capital (Prescribed particulars of rights attached to shares)	
Class of share	A2 Tracker	
Prescribed particulars	<p>(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,</p> <p>(f) sixth, in paying the amounts paid up on each Deferred Share after repayment of £100 million per Ordinary Share, and</p> <p>(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</p> <p>REDEMPTION</p> <p>A holder or holders of</p> <p>(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</p> <p>(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"),</p> <p>(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</p> <p>(C) 1 December 2022,</p> <p>(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,</p> <p>(iii) a Preference Share shall, subject to the provisions of Part 18 of the Act, have the option, exercisable at any time, and</p> <p>(iv) a Growth Share shall, subject to the provisions of Part 18 of the Act, have the option, exercisable on, or at any time after an IPO, (in any such case the "Redemption Event Date") to redeem any or all of the A Tracker Shares, B Tracker Shares, Preference Shares or Growth Shares (as the case may be) upon and subject to the following terms and conditions</p>	

Prescribed particulars of rights attached to shares

The particulars are

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

A separate table must be used for each class of share

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Notice of cancellation of shares

7	Statement of capital (Prescribed particulars of rights ^① attached to shares)	
Class of share	A2 Tracker	
Prescribed particulars	<p>1 In order to exercise such option</p> <p>(aa) a holder or holders of an A1 Tracker Share, an A2 Tracker Share, a Preference Share or a Growth Share (as the case may be) shall serve not less than twenty eight (28) days notice in writing, and</p> <p>(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</p> <p>(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) 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"),</p> <p>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)</p> <p>3 Preference Shares shall be redeemed upon payment of the par value of the Preference Shares being redeemed, together with all Preference Dividends unpaid at any time up to the Holder Redemption Date ("Preference Share Redemption Amount")</p> <p>4 A1 Tracker Shares and B1 Tracker Shares shall be redeemed upon payment of the aggregate of the par value of the A1 Tracker Shares or B1 Tracker Shares (as the case may be) being redeemed together with all a sum equal to any arrears, deficiency or accruals of any A1/B1 Tracker Dividends or any debts arising under paragraph (e) relating to Dividends and Distributions in respect of the A1 tracker Shares and/or B1 Tracker Shares calculated down to the date of the return of capital ("A1/B1 Tracker Share Redemption Amount")</p>	

① Prescribed particulars of rights attached to shares

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

7	Statement of capital (Prescribed particulars of rights attached to shares)	
Class of share	A2 Tracker	<p>Prescribed particulars of rights attached to shares The particulars are</p> <ul style="list-style-type: none"> 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 <p>A separate table must be used for each class of share</p>
Prescribed particulars	<p>5 A2 Tracker Shares shall be redeemed upon payment of the aggregate of</p> <p>(aa) the par value of the A2 Tracker Shares being redeemed,</p> <p>(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</p> <p>(cc) additional interest at the rate of 2% (two per cent) per annum accruing on a daily basis commencing 30 November 2012, such interest being payable on such amount as shall be equal to 2,000 multiplied by the par value of the A2 Tracker Shares being redeemed together with all a sum equal to any arrears, deficiency or accruals of any A2/B2 Tracker Dividends or any debts arising under paragraph (e) relating to Dividends and Distributions in each case in respect of the A2 Tracker Shares calculated down to the date of the return of capital (the "A2 Tracker Redemption Amount")</p> <p>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")</p> <p>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")</p> <p>(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</p> <p>(i) (in the case of A1 or B1 Tracker Shares) £1,000,000 par value or (in the case of A2 or B2 Tracker Shares) £10,000 par value, and</p> <p>(ii) the aggregate nominal amount of all of the A Tracker Shares or the B Tracker Shares being redeemed in issue</p> <p>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)</p>	

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Notice of cancellation of shares

7	Statement of capital (Prescribed particulars of rights ^① attached to shares)	
Class of share	A2 Tracker	
Prescribed particulars	<p>In order to exercise such option, the Company shall serve not less than twenty eight days 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")</p> <p>(a) The Company shall have the option, exercisable on or at any time after</p> <p>(i) an IPO, or</p> <p>(ii) a Sale Date,</p> <p>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 twenty eight days 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")</p> <p>(a) 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 twenty eight days' 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")</p> <p>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</p>	
<p>① Prescribed particulars of rights attached to shares The particulars are</p> <ul style="list-style-type: none">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), andd 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 <p>A separate table must be used for each class of share</p>		

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Notice of cancellation of shares

7	Statement of capital (Prescribed particulars of rights ^① attached to shares)	
Class of share	A2 Tracker	
Prescribed particulars	<p>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</p> <p>(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</p> <p>(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</p> <p>(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)</p> <p>(h) If any holder of A Tracker Shares, B Tracker Shares, Preference Shares or Growth Shares shall fail or refuse to surrender the certificate or certificates for such A Tracker Shares, B Tracker Shares, Preference Shares or Growth Shares or shall fail or refuse to accept the redemption monies payable in respect of them, such redemption monies shall be retained and held by the Company in trust for such holder but without interest or further obligation whatever</p> <p>(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</p>	

① Prescribed particulars of rights attached to shares

The particulars are

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

7

Statement of capital (Prescribed particulars of rights¹ attached to shares)

Class of share	A2 Tracker	
Prescribed particulars	<p>(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)</p>	<p>¹ Prescribed particulars of rights attached to shares The particulars are</p> <ul style="list-style-type: none"> 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. <p>A separate table must be used for each class of share</p>

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Notice of cancellation of shares

7

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

Class of share	B1 Tracker	<p>Prescribed particulars of rights attached to shares</p> <p>The particulars are</p> <ul style="list-style-type: none"> 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 <p>A separate table must be used for each class of share</p>
Prescribed particulars	<p>VOTING</p> <p>Neither the A Tracker Shares nor the B Tracker Shares (together the "Tracker Shares") nor the Preference Shares nor Growth Shares shall confer on their holders any rights to receive notice of or to be present and speak at any general meeting of the Company or any voting rights</p> <p>DIVIDENDS AND DISTRIBUTION</p> <p>(a) The profits of the Company in respect of any financial year shall be applied</p> <p>(i) First, in paying to the holders of the A1 Tracker Shares and the B1 Tracker Shares (pari passu as if the same constituted one class of share) a preferential dividend (the "A1/B1 Tracker Dividend") of such amount per annum as is equal to 0 0100050025 of the capital for the time being paid up or credited as paid up thereon (including any premium) to be paid half yearly on 1 June and 1 December each year, and on redemption of any A1 Tracker Shares or B1 Tracker Shares 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</p> <p>(ii) Second, in paying to the holders of the A2 Tracker Shares and the B2 Tracker Shares (pari passu as if the same constituted one class of share) a preferential dividend (the "A2/B2 Tracker Dividend") of such amount per annum as is equal to (X x 2,000) of the capital for the time being paid up or credited as paid up thereon (including any premium) where</p> <p>X = the difference between the Bank of England base rate from time to time (calculated on a daily basis) (expressed as a percentage) and 1 5% provided that if the Bank of England base rate as aforesaid is equal to or less than 1 5%, X = 0</p> <p>to be paid half yearly on 1 June and 1 December each year, and on redemption of any A2 Tracker Shares or B2 Tracker Shares Such dividends shall rank for payment in priority to the payment of any dividend on any other class of Shares except an A1/B1 Tracker Dividend</p>	

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Notice of cancellation of shares

7	Statement of capital (Prescribed particulars of rights ¹ attached to shares)	
Class of share	B1 Tracker	
Prescribed particulars	<p>(iii) Third, in paying to the holders of the Preference Shares a preferential dividend (the "Preference Dividend") of such amount per annum as is equal to 5 5% (five and one half per cent) on the capital for the time being paid up or credited as paid up thereon (including any premium) to be paid half yearly on 1 June and 1 December each year, and on redemption of any Preference Shares in respect of such Preference Shares so redeemed. Such dividends shall rank for payment in priority to the payment of any dividend on any other class of Shares except a Tracker Dividend</p> <p>(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</p> <p>(b) No Ordinary Dividend shall be paid in respect of any financial year of the Company unless</p> <p>(i) all Tracker Dividends and all Preference Dividends in respect of that financial year have been paid in full or waived, and</p> <p>(ii) all Tracker Shares and all Preference Shares which have fallen due for redemption have been redeemed, and</p> <p>(iii) there are no arrears of any other dividends, and</p> <p>(iv) there are no debts due but unpaid (and not waived) in respect of any current or prior financial years of the Company, in respect of any of the Tracker Shares or the Preference Shares, and in particular and without prejudice to the generality of the foregoing, any debts arising under paragraph (e) relating to Dividends and Distributions</p> <p>(c) Every dividend shall be distributed to the appropriate shareholders pro rata according to the amounts paid up or credited as paid up on the shares held by them respectively. All dividends are expressed net and shall be paid in cash</p> <p>(d) Each of the A1/B1 Tracker Dividend and A2/B2 Tracker Dividend (together the "Tracker Dividend") and the Preference Dividend shall accrue on a daily basis and shall be cumulative</p>	

¹ Prescribed particulars of rights attached to shares

The particulars are

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

A separate table must be used for each class of share

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Notice of cancellation of shares

7	Statement of capital (Prescribed particulars of rights attached to shares)	
Class of share	B1 Tracker	
Prescribed particulars	<p>(e) Unless the Company has insufficient profits available for distribution and the Company is thereby prohibited from paying a Tracker Dividend or a Preference Dividend by the Act, each of the Tracker Dividend and the Preference Dividend shall be paid immediately on their respective due dates. Such payment shall be made notwithstanding Articles 70 to 77 inclusive of the Model Articles or any other provision of these Articles, and in particular notwithstanding that there has not been a resolution of the Company in general meeting. If they are not paid on such due dates they shall be a debt due by the Company and shall be payable in priority to any other dividend.</p> <p>(f) The Company shall procure that each of its subsidiaries which has profits available for distribution shall from time to time and to the extent that it may lawfully do so declare and pay to the Company such dividends as are necessary to permit lawful and prompt payment by the Company of all and any Tracker Dividend or Preference Dividend or any redemption monies or debts due on or in respect of the Tracker Shares or Preference Shares.</p> <p>(g) The Growth Shares shall not confer on their holders any rights to any dividend.</p> <p>CAPITAL</p> <p>On a return of assets on liquidation or capital reduction or otherwise (other than a conversion, redemption or repurchase by the Company of its own Shares), 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</p> <p>(a) first, in paying to</p> <p>(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,</p> <p>(ii) the holders of the A2 Tracker Shares such amount as shall be equal to</p> <p>a the par value of the A2 Tracker Shares held by them,</p>	

Prescribed particulars of rights attached to shares
The particulars are

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

A separate table must be used for each class of share

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Notice of cancellation of shares

7	Statement of capital (Prescribed particulars of rights ^① attached to shares)	
Class of share	B1 Tracker	
Prescribed particulars	<p>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</p> <p>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,</p> <p>(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,</p> <p>(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,</p> <p>(c) third, in paying to the holders of the Ordinary Shares 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 has been distributed to the holders of the Ordinary Shares,</p> <p>(d) fourth, in paying to the Growth Shareholders, an amount equal to such percentage as shall be determined in accordance with the following formula</p> $A/B \times 10\%$ <p>where</p> <p>A = the total number of Growth Shares in issue immediately prior to the time of the Sale, and</p> <p>B = 55,555 of the amount which the balance of such assets exceeds £100 million in proportion to the number of Growth Shares held by each Growth Shareholder,</p>	

① Prescribed particulars of rights attached to shares

The particulars are

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

7	Statement of capital (Prescribed particulars of rights attached to shares)	
Class of share	B1 Tracker	
Prescribed particulars	<p>(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,</p> <p>(f) sixth, in paying the amounts paid up on each Deferred Share after repayment of £100 million per Ordinary Share, and</p> <p>(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</p> <p>REDEMPTION</p> <p>A holder or holders of</p> <p>(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</p> <p>(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"),</p> <p>(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</p> <p>(C) 1 December 2022,</p> <p>(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,</p> <p>(iii) a Preference Share shall, subject to the provisions of Part 18 of the Act, have the option, exercisable at any time, and</p> <p>(iv) a Growth Share shall, subject to the provisions of Part 18 of the Act, have the option, exercisable on, or at any time after an IPO,</p> <p>(in any such case the "Redemption Event Date") to redeem any or all of the A Tracker Shares, B Tracker Shares, Preference Shares or Growth Shares (as the case may be) upon and subject to the following terms and conditions</p>	

Prescribed particulars of rights attached to shares
The particulars are

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

A separate table must be used for each class of share

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Notice of cancellation of shares

7	Statement of capital (Prescribed particulars of rights attached to shares)	
Class of share	B1 Tracker	
Prescribed particulars	<p>1 In order to exercise such option</p> <p>(aa) a holder or holders of an A1 Tracker Share, an A2 Tracker Share, a Preference Share or a Growth Share (as the case may be) shall serve not less than twenty eight (28) days notice in writing, and</p> <p>(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</p> <p>(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) 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"),</p> <p>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)</p> <p>3 Preference Shares shall be redeemed upon payment of the par value of the Preference Shares being redeemed, together with all Preference Dividends unpaid at any time up to the Holder Redemption Date ("Preference Share Redemption Amount")</p> <p>4 A1 Tracker Shares and B1 Tracker Shares shall be redeemed upon payment of the aggregate of the par value of the A1 Tracker Shares or B1 Tracker Shares (as the case may be) being redeemed together with all a sum equal to any arrears, deficiency or accruals of any A1/B1 Tracker Dividends or any debts arising under paragraph (e) relating to Dividends and Distributions in respect of the A1 tracker Shares and/or B1 Tracker Shares calculated down to the date of the return of capital ("A1/B1 Tracker Share Redemption Amount")</p>	

Prescribed particulars of rights attached to shares

The particulars are

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

A separate table must be used for each class of share

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Notice of cancellation of shares

7

Statement of capital (Prescribed particulars of rights¹ attached to shares)

Class of share	B1 Tracker	
Prescribed particulars	<p>5 A2 Tracker Shares shall be redeemed upon payment of the aggregate of</p> <p>(aa) the par value of the A2 Tracker Shares being redeemed,</p> <p>(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</p> <p>(cc) additional interest at the rate of 2% (two per cent) per annum accruing on a daily basis commencing 30 November 2012, such interest being payable on such amount as shall be equal to 2,000 multiplied by the par value of the A2 Tracker Shares being redeemed together with all a sum equal to any arrears, deficiency or accruals of any A2/B2 Tracker Dividends or any debts arising under paragraph (e) relating to Dividends and Distributions in each case in respect of the A2 Tracker Shares calculated down to the date of the return of capital (the "A2 Tracker Redemption Amount")</p> <p>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")</p> <p>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")</p> <p>(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</p> <p>(i) (in the case of A1 or B1 Tracker Shares) £1,000,000 par value or (in the case of A2 or B2 Tracker Shares) £10,000 par value, and</p> <p>(ii) the aggregate nominal amount of all of the A Tracker Shares or the B Tracker Shares being redeemed in issue</p> <p>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)</p>	<p>¹ Prescribed particulars of rights attached to shares The particulars are</p> <p>a particulars of any voting rights, including rights that arise only in certain circumstances,</p> <p>b particulars of any rights, as respects dividends, to participate in a distribution,</p> <p>c particulars of any rights, as respects capital, to participate in a distribution (including on winding up), and</p> <p>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.</p> <p>A separate table must be used for each class of share</p>

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Notice of cancellation of shares

7	Statement of capital (Prescribed particulars of rights ¹ attached to shares)	
Class of share	B1 Tracker	¹ Prescribed particulars of rights attached to shares The particulars are
Prescribed particulars	<p>In order to exercise such option, the Company shall serve not less than twenty eight days 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")</p> <p>(a) The Company shall have the option, exercisable on or at any time after</p> <p>(i) an IPO, or</p> <p>(ii) a Sale Date,</p> <p>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 twenty eight days 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")</p> <p>(a) 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 twenty eight days' 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")</p> <p>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</p>	

A separate table must be used for each class of share

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Notice of cancellation of shares

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

Class of share	B1 Tracker	
Prescribed particulars	<p>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</p> <p>(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</p> <p>(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</p> <p>(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)</p> <p>(h) If any holder of A Tracker Shares, B Tracker Shares, Preference Shares or Growth Shares shall fail or refuse to surrender the certificate or certificates for such A Tracker Shares, B Tracker Shares, Preference Shares or Growth Shares or shall fail or refuse to accept the redemption monies payable in respect of them, such redemption monies shall be retained and held by the Company in trust for such holder but without interest or further obligation whatever</p> <p>(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</p>	<p>Prescribed particulars of rights attached to shares</p> <p>The particulars are</p> <ul style="list-style-type: none"> 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 <p>A separate table must be used for each class of share</p>

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Notice of cancellation of shares

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Statement of capital (Prescribed particulars of rights^① attached to shares)

Class of share	B1 Tracker
Prescribed particulars	<p>(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)</p>

① Prescribed particulars of rights attached to shares

The particulars are

- a particulars of any voting rights, including rights that arise only in certain circumstances,
- b particulars of any rights, as respects dividends, to participate in a distribution,
- c particulars of any rights, as respects capital, to participate in a distribution (including on winding up), and
- d whether the shares are to be redeemed or are liable to be redeemed at the option of the company or the shareholder 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 rights¹ attached to shares)

Class of share	B2 Tracker	¹ Prescribed particulars of rights attached to shares The particulars are a particulars of any voting rights, including rights that arise only in certain circumstances, b particulars of any rights, as respects dividends, to participate in a distribution, c particulars of any rights, as respects capital, to participate in a distribution (including on winding up), and d whether the shares are to be redeemed or are liable to be redeemed at the option of the company or the shareholder and any terms or conditions relating to redemption of these shares A separate table must be used for each class of share
Prescribed particulars	<p>VOTING</p> <p>Neither the A Tracker Shares nor the B Tracker Shares (together the "Tracker Shares") nor the Preference Shares nor Growth Shares shall confer on their holders any rights to receive notice of or to be present and speak at any general meeting of the Company or any voting rights</p> <p>DIVIDENDS AND DISTRIBUTION</p> <p>(a) The profits of the Company in respect of any financial year shall be applied</p> <p>(i) First, in paying to the holders of the A1 Tracker Shares and the B1 Tracker Shares (pari passu as if the same constituted one class of share) a preferential dividend (the "A1/B1 Tracker Dividend") of such amount per annum as is equal to 0 0100050025 of the capital for the time being paid up or credited as paid up thereon (including any premium) to be paid half yearly on 1 June and 1 December each year, and on redemption of any A1 Tracker Shares or B1 Tracker Shares 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</p> <p>(ii) Second, in paying to the holders of the A2 Tracker Shares and the B2 Tracker Shares (pari passu as if the same constituted one class of share) a preferential dividend (the "A2/B2 Tracker Dividend") of such amount per annum as is equal to (X x 2,000) of the capital for the time being paid up or credited as paid up thereon (including any premium) where</p> <p>X = the difference between the Bank of England base rate from time to time (calculated on a daily basis) (expressed as a percentage) and 1 5% provided that if the Bank of England base rate as aforesaid is equal to or less than 1 5%, X = 0</p> <p>to be paid half yearly on 1 June and 1 December each year, and on redemption of any A2 Tracker Shares or B2 Tracker Shares. Such dividends shall rank for payment in priority to the payment of any dividend on any other class of Shares except an A1/B1 Tracker Dividend</p>	

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

Class of share	B2 Tracker	<p>1 Prescribed particulars of rights attached to shares The particulars are</p> <ul style="list-style-type: none"> 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 <p>A separate table must be used for each class of share</p>
Prescribed particulars	<p>(iii) Third, in paying to the holders of the Preference Shares a preferential dividend (the "Preference Dividend") of such amount per annum as is equal to 5 5% (five and one half per cent) on the capital for the time being paid up or credited as paid up thereon (including any premium) to be paid half yearly on 1 June and 1 December each year, and on redemption of any Preference Shares in respect of such Preference Shares so redeemed. Such dividends shall rank for payment in priority to the payment of any dividend on any other class of Shares except a Tracker Dividend</p> <p>(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</p> <p>(b) No Ordinary Dividend shall be paid in respect of any financial year of the Company unless</p> <p>(i) all Tracker Dividends and all Preference Dividends in respect of that financial year have been paid in full or waived, and</p> <p>(ii) all Tracker Shares and all Preference Shares which have fallen due for redemption have been redeemed, and</p> <p>(iii) there are no arrears of any other dividends, and</p> <p>(iv) there are no debts due but unpaid (and not waived) in respect of any current or prior financial years of the Company, in respect of any of the Tracker Shares or the Preference Shares, and in particular and without prejudice to the generality of the foregoing, any debts arising under paragraph (e) relating to Dividends and Distributions</p> <p>(c) Every dividend shall be distributed to the appropriate shareholders pro rata according to the amounts paid up or credited as paid up on the shares held by them respectively. All dividends are expressed net and shall be paid in cash</p> <p>(d) Each of the A1/B1 Tracker Dividend and A2/B2 Tracker Dividend (together the "Tracker Dividend") and the Preference Dividend shall accrue on a daily basis and shall be cumulative</p>	

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Notice of cancellation of shares

7	Statement of capital (Prescribed particulars of rights attached to shares)	
Class of share	B2 Tracker	
Prescribed particulars	<p>(e) Unless the Company has insufficient profits available for distribution and the Company is thereby prohibited from paying a Tracker Dividend or a Preference Dividend by the Act, each of the Tracker Dividend and the Preference Dividend shall be paid immediately on their respective due dates. Such payment shall be made notwithstanding Articles 70 to 77 inclusive of the Model Articles or any other provision of these Articles, and in particular notwithstanding that there has not been a resolution of the Company in general meeting. If they are not paid on such due dates they shall be a debt due by the Company and shall be payable in priority to any other dividend.</p> <p>(f) The Company shall procure that each of its subsidiaries which has profits available for distribution shall from time to time and to the extent that it may lawfully do so declare and pay to the Company such dividends as are necessary to permit lawful and prompt payment by the Company of all and any Tracker Dividend or Preference Dividend or any redemption monies or debts due on or in respect of the Tracker Shares or Preference Shares.</p> <p>(g) The Growth Shares shall not confer on their holders any rights to any dividend.</p> <p>CAPITAL</p> <p>On a return of assets on liquidation or capital reduction or otherwise (other than a conversion, redemption or repurchase by the Company of its own Shares), 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:</p> <p>(a) first, in paying to:</p> <p>(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,</p> <p>(ii) the holders of the A2 Tracker Shares such amount as shall be equal to:</p> <p>a the par value of the A2 Tracker Shares held by them,</p>	

Prescribed particulars of rights attached to shares

The particulars are:

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

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

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

Class of share	B2 Tracker	<p>Prescribed particulars of rights attached to shares The particulars are</p> <ul style="list-style-type: none"> 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 <p>A separate table must be used for each class of share</p>
Prescribed particulars	<p>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</p> <p>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,</p> <p>(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,</p> <p>(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,</p> <p>(c) third, in paying to the holders of the Ordinary Shares 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 has been distributed to the holders of the Ordinary Shares,</p> <p>(d) fourth, in paying to the Growth Shareholders, an amount equal to such percentage as shall be determined in accordance with the following formula</p> <p>$A/B \times 10\%$</p> <p>where</p> <p>A = the total number of Growth Shares in issue immediately prior to the time of the Sale, and</p> <p>B = 55,555 of the amount which the balance of such assets exceeds £100 million in proportion to the number of Growth Shares held by each Growth Shareholder,</p>	

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Statement of capital (Prescribed particulars of rights¹ attached to shares)

Class of share	B2 Tracker	<p>¹ Prescribed particulars of rights attached to shares The particulars are</p> <ul style="list-style-type: none"> 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 <p>A separate table must be used for each class of share</p>
Prescribed particulars	<p>(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,</p> <p>(f) sixth, in paying the amounts paid up on each Deferred Share after repayment of £100 million per Ordinary Share, and</p> <p>(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</p> <p>REDEMPTION</p> <p>A holder or holders of</p> <p>(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</p> <p>(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"),</p> <p>(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</p> <p>(C) 1 December 2022,</p> <p>(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,</p> <p>(iii) a Preference Share shall, subject to the provisions of Part 18 of the Act, have the option, exercisable at any time, and</p> <p>(iv) a Growth Share shall, subject to the provisions of Part 18 of the Act, have the option, exercisable on, or at any time after an IPO,</p> <p>(in any such case the "Redemption Event Date") to redeem any or all of the A Tracker Shares, B Tracker Shares, Preference Shares or Growth Shares (as the case may be) upon and subject to the following terms and conditions</p>	

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7	Statement of capital (Prescribed particulars of rights ^① attached to shares)	
Class of share	B2 Tracker	① Prescribed particulars of rights attached to shares The particulars are <ul style="list-style-type: none"> 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 <p>A separate table must be used for each class of share</p>
Prescribed particulars	<p>1 In order to exercise such option</p> <p>(aa) a holder or holders of an A1 Tracker Share, an A2 Tracker Share, a Preference Share or a Growth Share (as the case may be) shall serve not less than twenty eight (28) days notice in writing, and</p> <p>(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</p> <p>(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) 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"),</p> <p>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)</p> <p>3 Preference Shares shall be redeemed upon payment of the par value of the Preference Shares being redeemed, together with all Preference Dividends unpaid at any time up to the Holder Redemption Date ("Preference Share Redemption Amount")</p> <p>4 A1 Tracker Shares and B1 Tracker Shares shall be redeemed upon payment of the aggregate of the par value of the A1 Tracker Shares or B1 Tracker Shares (as the case may be) being redeemed together with all a sum equal to any arrears, deficiency or accruals of any A1/B1 Tracker Dividends or any debts arising under paragraph (e) relating to Dividends and Distributions in respect of the A1 tracker Shares and/or B1 Tracker Shares calculated down to the date of the return of capital ("A1/B1 Tracker Share Redemption Amount")</p>	

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Notice of cancellation of shares

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

Class of share	B2 Tracker	
Prescribed particulars	<p>5 A2 Tracker Shares shall be redeemed upon payment of the aggregate of</p> <p>(aa) the par value of the A2 Tracker Shares being redeemed,</p> <p>(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</p> <p>(cc) additional interest at the rate of 2% (two per cent) per annum accruing on a daily basis commencing 30 November 2012, such interest being payable on such amount as shall be equal to 2,000 multiplied by the par value of the A2 Tracker Shares being redeemed together with all a sum equal to any arrears, deficiency or accruals of any A2/B2 Tracker Dividends or any debts arising under paragraph (e) relating to Dividends and Distributions in each case in respect of the A2 Tracker Shares calculated down to the date of the return of capital (the "A2 Tracker Redemption Amount")</p> <p>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")</p> <p>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")</p> <p>(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</p> <p>(i) (in the case of A1 or B1 Tracker Shares) £1,000,000 par value or (in the case of A2 or B2 Tracker Shares) £10,000 par value, and</p> <p>(ii) the aggregate nominal amount of all of the A Tracker Shares or the B Tracker Shares being redeemed in issue</p> <p>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)</p>	<p>Prescribed particulars of rights attached to shares The particulars are</p> <ul style="list-style-type: none"> 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 <p>A separate table must be used for each class of share</p>

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

Class of share	B2 Tracker	<p>1 Prescribed particulars of rights attached to shares The particulars are</p> <ul style="list-style-type: none"> 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. <p>A separate table must be used for each class of share</p>
Prescribed particulars	<p>In order to exercise such option, the Company shall serve not less than twenty eight days 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")</p> <p>(a) The Company shall have the option, exercisable on or at any time after</p> <p>(i) an IPO, or</p> <p>(ii) a Sale Date,</p> <p>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 twenty eight days 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")</p> <p>(a) 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 twenty eight days' 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")</p> <p>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</p>	

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

Class of share	B2 Tracker	
Prescribed particulars	<p>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</p> <p>(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</p> <p>(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</p> <p>(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)</p> <p>(h) If any holder of A Tracker Shares, B Tracker Shares, Preference Shares or Growth Shares shall fail or refuse to surrender the certificate or certificates for such A Tracker Shares, B Tracker Shares, Preference Shares or Growth Shares or shall fail or refuse to accept the redemption monies payable in respect of them, such redemption monies shall be retained and held by the Company in trust for such holder but without interest or further obligation whatever</p> <p>(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</p>	<p>Prescribed particulars of rights attached to shares The particulars are</p> <ul style="list-style-type: none"> 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 <p>A separate table must be used for each class of share</p>

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Statement of capital (Prescribed particulars of rights¹ attached to shares)

Class of share	B2 Tracker	
Prescribed particulars	<p>(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)</p>	<p>¹ Prescribed particulars of rights attached to shares The particulars are</p> <ul style="list-style-type: none"> 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. <p>A separate table must be used for each class of share</p>

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Statement of capital (Prescribed particulars of rights¹ attached to shares)

Class of share	Preference	
Prescribed particulars	<p>VOTING</p> <p>Neither the A Tracker Shares nor the B Tracker Shares (together the "Tracker Shares") nor the Preference Shares nor Growth Shares shall confer on their holders any rights to receive notice of or to be present and speak at any general meeting of the Company or any voting rights</p> <p>DIVIDENDS AND DISTRIBUTION</p> <p>(a) The profits of the Company in respect of any financial year shall be applied</p> <p>(i) First, in paying to the holders of the A1 Tracker Shares and the B1 Tracker Shares (pari passu as if the same constituted one class of share) a preferential dividend (the "A1/B1 Tracker Dividend") of such amount per annum as is equal to 0.0100050025 of the capital for the time being paid up or credited as paid up thereon (including any premium) to be paid half yearly on 1 June and 1 December each year, and on redemption of any A1 Tracker Shares or B1 Tracker Shares 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</p> <p>(ii) Second, in paying to the holders of the A2 Tracker Shares and the B2 Tracker Shares (pari passu as if the same constituted one class of share) a preferential dividend (the "A2/B2 Tracker Dividend") of such amount per annum as is equal to (X x 2,000) of the capital for the time being paid up or credited as paid up thereon (including any premium) where</p> <p>X = the difference between the Bank of England base rate from time to time (calculated on a daily basis) (expressed as a percentage) and 1.5% provided that if the Bank of England base rate as aforesaid is equal to or less than 1.5%, X = 0</p> <p>to be paid half yearly on 1 June and 1 December each year, and on redemption of any A2 Tracker Shares or B2 Tracker Shares. Such dividends shall rank for payment in priority to the payment of any dividend on any other class of Shares except an A1/B1 Tracker Dividend</p>	<p>¹ Prescribed particulars of rights attached to shares</p> <p>The particulars are</p> <ul style="list-style-type: none"> 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 <p>A separate table must be used for each class of share</p>

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Statement of capital (Prescribed particulars of rights¹ attached to shares)

Class of share	Preference	
Prescribed particulars	<p>(iii) Third, in paying to the holders of the Preference Shares a preferential dividend (the "Preference Dividend") of such amount per annum as is equal to 5 5% (five and one half per cent) on the capital for the time being paid up or credited as paid up thereon (including any premium) to be paid half yearly on 1 June and 1 December each year, and on redemption of any Preference Shares in respect of such Preference Shares so redeemed. Such dividends shall rank for payment in priority to the payment of any dividend on any other class of Shares except a Tracker Dividend</p> <p>(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</p> <p>(b) No Ordinary Dividend shall be paid in respect of any financial year of the Company unless</p> <p>(i) all Tracker Dividends and all Preference Dividends in respect of that financial year have been paid in full or waived, and</p> <p>(ii) all Tracker Shares and all Preference Shares which have fallen due for redemption have been redeemed, and</p> <p>(iii) there are no arrears of any other dividends, and</p> <p>(iv) there are no debts due but unpaid (and not waived) in respect of any current or prior financial years of the Company, in respect of any of the Tracker Shares or the Preference Shares, and in particular and without prejudice to the generality of the foregoing, any debts arising under paragraph (e) relating to Dividends and Distributions</p> <p>(c) Every dividend shall be distributed to the appropriate shareholders pro rata according to the amounts paid up or credited as paid up on the shares held by them respectively. All dividends are expressed net and shall be paid in cash</p> <p>(d) Each of the A1/B1 Tracker Dividend and A2/B2 Tracker Dividend (together the "Tracker Dividend") and the Preference Dividend shall accrue on a daily basis and shall be cumulative</p>	<p>1 Prescribed particulars of rights attached to shares The particulars are</p> <ul style="list-style-type: none"> 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 <p>A separate table must be used for each class of share</p>

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Statement of capital (Prescribed particulars of rights¹ attached to shares)

Class of share	Preference	
Prescribed particulars	<p>(e) Unless the Company has insufficient profits available for distribution and the Company is thereby prohibited from paying a Tracker Dividend or a Preference Dividend by the Act, each of the Tracker Dividend and the Preference Dividend shall be paid immediately on their respective due dates. Such payment shall be made notwithstanding Articles 70 to 77 inclusive of the Model Articles or any other provision of these Articles, and in particular notwithstanding that there has not been a resolution of the Company in general meeting. If they are not paid on such due dates they shall be a debt due by the Company and shall be payable in priority to any other dividend.</p> <p>(f) The Company shall procure that each of its subsidiaries which has profits available for distribution shall from time to time and to the extent that it may lawfully do so declare and pay to the Company such dividends as are necessary to permit lawful and prompt payment by the Company of all and any Tracker Dividend or Preference Dividend or any redemption monies or debts due on or in respect of the Tracker Shares or Preference Shares.</p> <p>(g) The Growth Shares shall not confer on their holders any rights to any dividend.</p> <p>CAPITAL</p> <p>On a return of assets on liquidation or capital reduction or otherwise (other than a conversion, redemption or repurchase by the Company of its own Shares), 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:</p> <p>(a) first, in paying to</p> <p>(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,</p> <p>(ii) the holders of the A2 Tracker Shares such amount as shall be equal to</p> <p>a the par value of the A2 Tracker Shares held by them,</p>	<p>¹ Prescribed particulars of rights attached to shares</p> <p>The particulars are</p> <ul style="list-style-type: none"> 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. <p>A separate table must be used for each class of share.</p>

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

Class of share	Preference	
Prescribed particulars	<p>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</p> <p>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,</p> <p>(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,</p> <p>(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,</p> <p>(c) third, in paying to the holders of the Ordinary Shares 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 has been distributed to the holders of the Ordinary Shares,</p> <p>(d) fourth, in paying to the Growth Shareholders, an amount equal to such percentage as shall be determined in accordance with the following formula</p> $A/B \times 10\%$ <p>where</p> <p>A = the total number of Growth Shares in issue immediately prior to the time of the Sale, and</p> <p>B = 55,555 of the amount which the balance of such assets exceeds £100 million in proportion to the number of Growth Shares held by each Growth Shareholder,</p>	<p>Prescribed particulars of rights attached to shares The particulars are</p> <ul style="list-style-type: none"> 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 <p>A separate table must be used for each class of share</p>

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

Class of share	Preference
Prescribed particulars	<p>(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,</p> <p>(f) sixth, in paying the amounts paid up on each Deferred Share after repayment of £100 million per Ordinary Share, and</p> <p>(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</p> <p>REDEMPTION A holder or holders of</p> <p>(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</p> <p>(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"),</p> <p>(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</p> <p>(C) 1 December 2022,</p> <p>(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,</p> <p>(iii) a Preference Share shall, subject to the provisions of Part 18 of the Act, have the option, exercisable at any time, and</p> <p>(iv) a Growth Share shall, subject to the provisions of Part 18 of the Act, have the option, exercisable on, or at any time after an IPO,</p> <p>(in any such case the "Redemption Event Date") to redeem any or all of the A Tracker Shares, B Tracker Shares, Preference Shares or Growth Shares (as the case may be) upon and subject to the following terms and conditions</p>

Prescribed particulars of rights attached to shares

The particulars are

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

A separate table must be used for each class of share

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Class of share	Preference	<p>Prescribed particulars of rights attached to shares The particulars are</p> <ul style="list-style-type: none"> 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 <p>A separate table must be used for each class of share</p>
Prescribed particulars	<p>1 In order to exercise such option</p> <p>(aa) a holder or holders of an A1 Tracker Share, an A2 Tracker Share, a Preference Share or a Growth Share (as the case may be) shall serve not less than twenty eight (28) days notice in writing, and</p> <p>(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</p> <p>(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) 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"),</p> <p>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)</p> <p>3 Preference Shares shall be redeemed upon payment of the par value of the Preference Shares being redeemed, together with all Preference Dividends unpaid at any time up to the Holder Redemption Date ("Preference Share Redemption Amount")</p> <p>4 A1 Tracker Shares and B1 Tracker Shares shall be redeemed upon payment of the aggregate of the par value of the A1 Tracker Shares or B1 Tracker Shares (as the case may be) being redeemed together with all a sum equal to any arrears, deficiency or accruals of any A1/B1 Tracker Dividends or any debts arising under paragraph (e) relating to Dividends and Distributions in respect of the A1 tracker Shares and/or B1 Tracker Shares calculated down to the date of the return of capital ("A1/B1 Tracker Share Redemption Amount")</p>	

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Statement of capital (Prescribed particulars of rights¹ attached to shares)

Class of share	Preference	
Prescribed particulars	<p>5 A2 Tracker Shares shall be redeemed upon payment of the aggregate of</p> <p>(aa) the par value of the A2 Tracker Shares being redeemed,</p> <p>(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</p> <p>(cc) additional interest at the rate of 2% (two per cent) per annum accruing on a daily basis commencing 30 November 2012, such interest being payable on such amount as shall be equal to 2,000 multiplied by the par value of the A2 Tracker Shares being redeemed together with all a sum equal to any arrears, deficiency or accruals of any A2/B2 Tracker Dividends or any debts arising under paragraph (e) relating to Dividends and Distributions in each case in respect of the A2 Tracker Shares calculated down to the date of the return of capital (the "A2 Tracker Redemption Amount")</p> <p>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")</p> <p>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")</p> <p>(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</p> <p>(i) (in the case of A1 or B1 Tracker Shares) £1,000,000 par value or (in the case of A2 or B2 Tracker Shares) £10,000 par value, and</p> <p>(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)</p>	<p>¹ Prescribed particulars of rights attached to shares</p> <p>The particulars are</p> <ul style="list-style-type: none"> 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 <p>A separate table must be used for each class of share</p>

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

Class of share	Preference	
Prescribed particulars	<p>In order to exercise such option, the Company shall serve not less than twenty eight days 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")</p> <p>(a) The Company shall have the option, exercisable on or at any time after</p> <p>(i) an IPO, or</p> <p>(ii) a Sale Date,</p> <p>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 twenty eight days 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")</p> <p>(a) 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 twenty eight days' 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")</p> <p>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</p>	<p>Prescribed particulars of rights attached to shares</p> <p>The particulars are</p> <ul style="list-style-type: none"> 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 <p>A separate table must be used for each class of share</p>

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

Class of share	Preference	
Prescribed particulars	<p>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</p> <p>(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</p> <p>(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</p> <p>(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)</p> <p>(h) If any holder of A Tracker Shares, B Tracker Shares, Preference Shares or Growth Shares shall fail or refuse to surrender the certificate or certificates for such A Tracker Shares, B Tracker Shares, Preference Shares or Growth Shares or shall fail or refuse to accept the redemption monies payable in respect of them, such redemption monies shall be retained and held by the Company in trust for such holder but without interest or further obligation whatever</p> <p>(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</p>	<p>Prescribed particulars of rights attached to shares The particulars are</p> <ul style="list-style-type: none"> 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 <p>A separate table must be used for each class of share</p>

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

Class of share	Preference	
Prescribed particulars	<p>(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)</p>	<p>Prescribed particulars of rights attached to shares The particulars are</p> <ul style="list-style-type: none"> 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 <p>A separate table must be used for each class of share</p>