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In accordance with Section 555 of the Companies Act 2006.

[redacted]

SH01

Return of allotment of shares

[redacted]

[redacted]

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What this form is for
You may use this form to give notice of shares allotted following incorporation.

What this form is N
You cannot use this notice of shares take on formation of the c for an allotment of a shares by an unlimite

FRIDAY

AAØKTEKP
A14 19/03/2021 #274
COMPANIES HOUSE

1 Company details

Company number	1 0 6 5 2 7 6 5
Company name in full	EQUIPSME (HOLDINGS) LTD

Filling in this form
Please complete in typescript or in bold black capitals.

All fields are mandatory unless specified or indicated by *

2 Allotment dates ❶

From Date	d 2 d 9	m 0 m 1	y 2 y 0 y 2 y 1
To Date	d d	m m	y y y y

❶ **Allotment date**
If all shares were allotted on the same day enter that date in the 'from date' box. If shares were allotted over a period of time, complete both 'from date' and 'to date' boxes.

3 Shares allotted

Please give details of the shares allotted, including bonus shares.
(Please use a continuation page if necessary.)

❷ **Currency**
If currency details are not completed we will assume currency is in pound sterling.

Currency ❷	Class of shares (E.g. Ordinary/Preference etc.)	Number of shares allotted	Nominal value of each share	Amount paid (including share premium) on each share	Amount (if any) unpaid (including share premium) on each share
£GBP	AA ORDINARY	446429	0.00000333333	0.5533328	0.00
£GBP	AB ORDINARY	446428	0.00000333333	0.0066672	0.00

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

Continuation page
Please use a continuation page if necessary.

Details of non-cash consideration.

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

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SH01
Return of allotment of shares

4 Statement of capital

Complete the table(s) below to show the issued share capital at the date to which this return is made up.

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

Please use a Statement of Capital continuation page if necessary.

Currency Complete a separate table for each currency	**Class of shares** E.g. Ordinary/Preference etc.	**Number of shares**	**Aggregate nominal value** (£, €, $, etc) Number of shares issued multiplied by nominal value	**Total aggregate amount unpaid, if any (£, €, $, etc)** Including both the nominal value and any share premium
Currency table A				
	SEE CONINTUATION PAGE			
	Totals			
Currency table B				
	Totals			
Currency table C				
	Totals			
		Total number of shares	Total aggregate nominal value ❶	Total aggregate amount unpaid ❶
	Totals (including continuation pages)	21,387,869	71.2928254	0.00

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

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SH01
Return of allotment of shares

5 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 share capital tables in **Section 4.**

Class of share	SEE CONTINUATION PAGES
Prescribed particulars ❶	
Class of share	
Prescribed particulars ❶	
Class of share	
Prescribed particulars ❶	

❶ **Prescribed particulars of rights attached to shares**

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

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

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

6 Signature

I am signing this form on behalf of the company.

Signature

Signature

DocuSigned by:
73F2113B2FFD4AF...

This form may be signed by:
Director ❷, Secretary, Person authorised ❸, Administrator, Administrative receiver, Receiver, Receiver manager, CIC manager.

❷ **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.

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

In accordance with Section 555 of the Companies Act 2006.

SH01 - continuation page
Return of allotment of shares

4 Statement of capital

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

Currency Complete a separate table for each currency	**Class of shares** E.g. Ordinary/Preference etc.	**Number of shares**	**Aggregate nominal value** (£, €, $, etc) Number of shares issued multiplied by nominal value	**Total aggregate amount unpaid, if any** (£, €, $, etc) Including both the nominal value and any share premium
£GBP	ORDINARY	18515012	61.7166449	
£GBP	A ORDINARY	1980000	6.5999934	
£GBP	AA ORDINARY	446429	1.4880952	
£GBP	AB ORDINARY	446428	1.4880918	
	Totals	21387869	71.2928254	0.00

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In accordance with Section 555 of the Companies Act 2006.

SH01 - continuation page

Return of allotment of shares

5 Statement of capital (prescribed particulars of rights attached to shares)

Class of share	ORDINARY
Prescribed particulars	Each Ordinary share is entitled to one vote in any circumstances. The Ordinary shares are non-redeemable. 4.2 Notwithstanding Article 4.3, until such time as the holders of the A Ordinary Shares, the AA Ordinary Shares and the AB Ordinary Shares have received an aggregate amount equal to the A Preferred Return then any Available Profits which the Company may determine (with Investor Consent) to distribute shall be distributable: (a) first, so that the holders of Deferred Shares receive £1.00 (as a class), payment of which may be made to any holder of Deferred Shares on behalf of such shareholders; (b) second in paying a sum equal to £W plus £100 where W is an amount equal to the sum of: (A) prior to the sixth anniversary of the First Drawdown Completion Date the relevant amount that would be paid to the holders of the A Ordinary Shares, the AA Ordinary Shares and the AB Ordinary Shares pursuant to Article 5.1(b)(A); or (B) on or after the sixth anniversary of the First Drawdown Completion Date the relevant amount that would be paid to the holders of the A Ordinary Shares, the AA Ordinary Shares and the AB Ordinary Shares pursuant to Article 5.1(b)(B), to be distributed: (i) as to 0.0001% to the holders of the Ordinary Shares and AB Ordinary Shares pro-rata according to the number of Ordinary Shares and AB Ordinary Shares in issue held by them; and (ii) as to the balance to the holders of the A Ordinary Shares and the AA Ordinary Shares such that each holder of A Ordinary Shares in issue receives in respect of each A Ordinary Share held an amount equal to the amount that it would receive pursuant to Article 5.1(b)(ii) and each holder of the AA Ordinary Shares in issue receives in respect of each AA Ordinary Share held an amount equal to the amount it would receive pursuant to Article 5.1(b)(ii), (c) third, in paying a sum equal to £X plus £100 where X is an amount equal to an amount that would be paid to the holders of the Ordinary Shares pursuant to Article 5.1(c) to be distributed (i) as to 0.0001% to the holders of the A Ordinary Shares, AA Ordinary Shares and the AB Ordinary Shares pro-rata according to the number of A Ordinary Shares, AA Ordinary Shares and AB Ordinary Shares held by them; and (ii) as to the balance to the holders of the Ordinary Shares such that each holder of Ordinary Shares receives in respect of each Ordinary Share held an amount equal to the amount it would receive pursuant to Article 5.1 (c), and thereafter any such Available Profits will be distributed: (d) as to 0.0001% to the holders of the Deferred Shares and the AA Ordinary Shares pro-rata according to the number of Deferred Shares and AA Ordinary Shares held by them; and (e) as to the balance to the holders of the A Ordinary Shares, the AB Ordinary Shares and Ordinary Shares, PROVIDED ALWAYS: (i) that any amount due pursuant to Article 4.2.(b) will be paid on the date being the date of completion of an Exit if such Exit is on or before the fifth anniversary of the Date of Adoption, but thereafter the A Preferred Amount will be payable in cash on a monthly basis until an Exit; and (ii) this Article 4.2 is subject to the limits in Article 9.

In accordance with Section 555 of the Companies Act 2006.

SH01 - continuation page

Return of allotment of shares

5 Statement of capital (prescribed particulars of rights attached to shares)

Class of share	ORDINARY (CONT.)
Prescribed particulars	*Continued...* On a distribution of assets on a liquidation or a return of capital (other than a conversion, redemption or purchase of Shares) the surplus assets of the Company remaining after payment of its liabilities ("Net Proceeds") shall be applied (to the extent that the Company is lawfully permitted to do so): (a) first in paying to the holders of the Deferred Shares, if any, a total of £1.00 for the entire class of Deferred Shares (which payment shall be deemed satisfied by payment to any one holder of Deferred Shares); (b) second, in paying a sum equal to £W plus £100 (where W is an amount equal to the sum of: (A) prior to the sixth anniversary of the First Drawdown Completion Date (i) the aggregate Issue Price of all the A Ordinary Shares in issue at the relevant time plus (ii) the aggregate Issue Price of all the AB Shares in issue at the relevant time plus (iii) 1.75 x the aggregate Issue Price of all the AA Ordinary Shares in issue at the relevant time plus (iv) any Arrears (if any which will include any unpaid A Preferred Amount) on the A Ordinary Shares, the AA Ordinary Shares and the AB Ordinary Shares (as the case may be) due or declared but unpaid down to the date of the return of assets less any amount paid pursuant to Article 4.2.(b); or (B)on or after the sixth anniversary of the First Drawdown Completion Date, W is an amount equal to the sum of (i) 2 x the aggregate Issue Price of all the A Ordinary Shares in issue at the relevant time plus (ii) 2 x the aggregate Issue Price of all the AB Shares in issue at the relevant time plus (iii) 2.75 x the aggregate Issue Price of all the AA Ordinary Shares in issue at the relevant time plus (iv) any Arrears (if any) on the A Ordinary Shares, the AA Ordinary Shares and the AB Ordinary Shares (as the case may be) due or declared but unpaid down to the date of the return of assets less any amount paid pursuant to Article 4.2.(b), (in each case such aggregate amount being the "A Preferred Return")), to be distributed: (i) as to 0.0001% to the holders of the Ordinary Shares and AB Ordinary Shares pro-rata according to the number of Ordinary Shares and AB Ordinary Shares in issue held by them; and (ii) as to the balance to the holders of the A Ordinary Shares and the AA Ordinary Shares such that each holder of A Ordinary Shares in issue receives in respect of each A Ordinary Share held an amount equal to 1x (prior to the sixth anniversary of the Date of Adoption) or 2 x (on or after the sixth anniversary of the Date of Adoption) the Issue Price of such A Ordinary Share plus the Arrears on such A Ordinary Share and each holder of AA Ordinary Shares in issue receives in respect of each AA Ordinary Share held an amount equal to the sum of 1.75 x (prior to the sixth anniversary of the Date of Adoption) or 2.75 x (on or after the sixth anniversary of the Date of Adoption) the Issue Price of such AA Ordinary Share plus the Arrears plus to 1x (prior to the sixth anniversary of the Date of Adoption) or 2 x (on or after the sixth anniversary of the Date of Adoption) the Issue Price of an AB Ordinary Share plus the Arrears on such AB Ordinary Share (the average amount received per A Ordinary Share, AA Ordinary Share and AB Ordinary Share being the "A Share Preferred Return"), providing that, where there are insufficient Net Proceeds to pay the amounts under this Article 5.1(b), the Net Proceeds shall be distributed amongst the holders of A Ordinary Shares, AA Ordinary Shares, AB Ordinary Shares and Ordinary Shares pro rata to the amount they would otherwise have received hereunder; (c) third, in paying a sum equal to £X plus £100 (where X is an amount equal to the A Share Preferred Return multiplied by the number of Ordinary Shares in issue at the relevant time), to be distributed: (i) as to 0.0001% to the holders of the A Ordinary Shares, AA Ordinary Shares and the AB Ordinary Shares pro-rata according to the number of A Ordinary Shares, AA Ordinary Shares and AB Ordinary Shares held by them; and (ii) as to the balance to the holders of the Ordinary Shares such that each holder of Ordinary Shares receives in respect of each Ordinary Share held an amount equal to the A Share Preferred Return less any amount paid pursuant to Article 4.2.(c), providing that, where there are insufficient Net Proceeds to pay the amounts under this Article 5.1(c), the Net Proceeds shall be distributed amongst the holders of A Ordinary Shares, AA Ordinary Shares, AB Ordinary Shares and Ordinary Shares pro rata to the amount they would otherwise have received hereunder; (d) thereafter the balance of the Net Proceeds, if any, shall be distributed as to 0.0001% to the holders of the AA Ordinary Shares pro rata according to the number of AA Ordinary Shares held by each of them and as to the balance to the holders of the Ordinary Shares, A Ordinary Shares and AB Ordinary Shares (if any) on a pro-rata basis according to the number of such shares held by them as if they constituted one class of share immediately prior to the commencement of the winding up (in the case of a winding up) or the return of capital (in any other case), PROVIDED always that this Article 5 is subject to the limits in Article 9.

In accordance with Section 555 of the Companies Act 2006.

SH01 - continuation page

Return of allotment of shares

5 Statement of capital (prescribed particulars of rights attached to shares)

Class of share	A ORDINARY
Prescribed particulars	Each A ordinary share is entitled to one vote in any circumstances. The A ordinary shares are non-redeemable. 4.2 Notwithstanding Article 4.3, until such time as the holders of the A Ordinary Shares, the AA Ordinary Shares and the AB Ordinary Shares have received an aggregate amount equal to the A Preferred Return then any Available Profits which the Company may determine (with Investor Consent) to distribute shall be distributable: (a) first, so that the holders of Deferred Shares receive £1.00 (as a class), payment of which may be made to any holder of Deferred Shares on behalf of such shareholders; (b) second in paying a sum equal to £W plus £100 where W is an amount equal to the sum of: (A) prior to the sixth anniversary of the First Drawdown Completion Date the relevant amount that would be paid to the holders of the A Ordinary Shares, the AA Ordinary Shares and the AB Ordinary Shares pursuant to Article 5.1(b)(A); or (B) on or after the sixth anniversary of the First Drawdown Completion Date the relevant amount that would be paid to the holders of the A Ordinary Shares, the AA Ordinary Shares and the AB Ordinary Shares pursuant to Article 5.1(b)(B), to be distributed: (i) as to 0.0001% to the holders of the Ordinary Shares and AB Ordinary Shares pro-rata according to the number of Ordinary Shares and AB Ordinary Shares in issue held by them; and (ii) as to the balance to the holders of the A Ordinary Shares and the AA Ordinary Shares such that each holder of A Ordinary Shares in issue receives in respect of each A Ordinary Share held an amount equal to the amount that it would receive pursuant to Article 5.1(b)(ii) and each holder of the AA Ordinary Shares in issue receives in respect of each AA Ordinary Share held an amount equal to the amount it would receive pursuant to Article 5.1(b)(ii), (c) third, in paying a sum equal to £X plus £100 where X is an amount equal to an amount that would be paid to the holders of the Ordinary Shares pursuant to Article 5.1(c) to be distributed (i) as to 0.0001% to the holders of the A Ordinary Shares, AA Ordinary Shares and the AB Ordinary Shares pro-rata according to the number of A Ordinary Shares, AA Ordinary Shares and AB Ordinary Shares held by them; and (ii) as to the balance to the holders of the Ordinary Shares such that each holder of Ordinary Shares receives in respect of each Ordinary Share held an amount equal to the amount it would receive pursuant to Article 5.1 (c), and thereafter any such Available Profits will be distributed: (d) as to 0.0001% to the holders of the Deferred Shares and the AA Ordinary Shares pro-rata according to the number of Deferred Shares and AA Ordinary Shares held by them; and (e) as to the balance to the holders of the A Ordinary Shares, the AB Ordinary Shares and Ordinary Shares, PROVIDED ALWAYS: (i) that any amount due pursuant to Article 4.2.(b) will be paid on the date being the date of completion of an Exit if such Exit is on or before the fifth anniversary of the Date of Adoption, but thereafter the A Preferred Amount will be payable in cash on a monthly basis until an Exit; and (ii) this Article 4.2 is subject to the limits in Article 9.

In accordance with Section 555 of the Companies Act 2006.

SH01 - continuation page

Return of allotment of shares

5 Statement of capital (prescribed particulars of rights attached to shares)

Class of share	A ORDINARY (CONT.)
Prescribed particulars	*Continued...* On a distribution of assets on a liquidation or a return of capital (other than a conversion, redemption or purchase of Shares) the surplus assets of the Company remaining after payment of its liabilities ("Net Proceeds") shall be applied (to the extent that the Company is lawfully permitted to do so): (a) first in paying to the holders of the Deferred Shares, if any, a total of £1.00 for the entire class of Deferred Shares (which payment shall be deemed satisfied by payment to any one holder of Deferred Shares); (b) second, in paying a sum equal to £W plus £100 (where W is an amount equal to the sum of: (A) prior to the sixth anniversary of the First Drawdown Completion Date (i) the aggregate Issue Price of all the A Ordinary Shares in issue at the relevant time plus (ii) the aggregate Issue Price of all the AB Shares in issue at the relevant time plus (iii) 1.75 x the aggregate Issue Price of all the AA Ordinary Shares in issue at the relevant time plus (iv) any Arrears (if any which will include any unpaid A Preferred Amount) on the A Ordinary Shares, the AA Ordinary Shares and the AB Ordinary Shares (as the case may be) due or declared but unpaid down to the date of the return of assets less any amount paid pursuant to Article 4.2.(b); or (B)on or after the sixth anniversary of the First Drawdown Completion Date, W is an amount equal to the sum of (i) 2 x the aggregate Issue Price of all the A Ordinary Shares in issue at the relevant time plus (ii) 2 x the aggregate Issue Price of all the AB Shares in issue at the relevant time plus (iii) 2.75 x the aggregate Issue Price of all the AA Ordinary Shares in issue at the relevant time plus (iv) any Arrears (if any) on the A Ordinary Shares, the AA Ordinary Shares and the AB Ordinary Shares (as the case may be) due or declared but unpaid down to the date of the return of assets less any amount paid pursuant to Article 4.2.(b), (in each case such aggregate amount being the "A Preferred Return")), to be distributed: (i) as to 0.0001% to the holders of the Ordinary Shares and AB Ordinary Shares pro-rata according to the number of Ordinary Shares and AB Ordinary Shares in issue held by them; and (ii) as to the balance to the holders of the A Ordinary Shares and the AA Ordinary Shares such that each holder of A Ordinary Shares in issue receives in respect of each A Ordinary Share held an amount equal to 1x (prior to the sixth anniversary of the Date of Adoption) or 2 x (on or after the sixth anniversary of the Date of Adoption) the Issue Price of such A Ordinary Share plus the Arrears on such A Ordinary Share and each holder of AA Ordinary Shares in issue receives in respect of each AA Ordinary Share held an amount equal to the sum of 1.75 x (prior to the sixth anniversary of the Date of Adoption) or 2.75 x (on or after the sixth anniversary of the Date of Adoption) the Issue Price of such AA Ordinary Share plus the Arrears plus to 1x (prior to the sixth anniversary of the Date of Adoption) or 2 x (on or after the sixth anniversary of the Date of Adoption) the Issue Price of an AB Ordinary Share plus the Arrears on such AB Ordinary Share (the average amount received per A Ordinary Share, AA Ordinary Share and AB Ordinary Share being the "A Share Preferred Return"), providing that, where there are insufficient Net Proceeds to pay the amounts under this Article 5.1(b), the Net Proceeds shall be distributed amongst the holders of A Ordinary Shares, AA Ordinary Shares, AB Ordinary Shares and Ordinary Shares pro rata to the amount they would otherwise have received hereunder; (c) third, in paying a sum equal to £X plus £100 (where X is an amount equal to the A Share Preferred Return multiplied by the number of Ordinary Shares in issue at the relevant time), to be distributed: (i) as to 0.0001% to the holders of the A Ordinary Shares, AA Ordinary Shares and the AB Ordinary Shares pro-rata according to the number of A Ordinary Shares, AA Ordinary Shares and AB Ordinary Shares held by them; and (ii) as to the balance to the holders of the Ordinary Shares such that each holder of Ordinary Shares receives in respect of each Ordinary Share held an amount equal to the A Share Preferred Return less any amount paid pursuant to Article 4.2.(c), providing that, where there are insufficient Net Proceeds to pay the amounts under this Article 5.1(c), the Net Proceeds shall be distributed amongst the holders of A Ordinary Shares, AA Ordinary Shares, AB Ordinary Shares and Ordinary Shares pro rata to the amount they would otherwise have received hereunder; (d) thereafter the balance of the Net Proceeds, if any, shall be distributed as to 0.0001% to the holders of the AA Ordinary Shares pro rata according to the number of AA Ordinary Shares held by each of them and as to the balance to the holders of the Ordinary Shares, A Ordinary Shares and AB Ordinary Shares (if any) on a pro-rata basis according to the number of such shares held by them as if they constituted one class of share immediately prior to the commencement of the winding up (in the case of a winding up) or the return of capital (in any other case), PROVIDED always that this Article 5 is subject to the limits in Article 9.

In accordance with Section 555 of the Companies Act 2006.

SH01 - continuation page

Return of allotment of shares

5 Statement of capital (prescribed particulars of rights attached to shares)

Class of share	AA ORDINARY
Prescribed particulars	The AA ordinary shares do not confer any right to vote in any circumstances. The AA ordinary shares are non-redeemable. 4.2 Notwithstanding Article 4.3, until such time as the holders of the A Ordinary Shares, the AA Ordinary Shares and the AB Ordinary Shares have received an aggregate amount equal to the A Preferred Return then any Available Profits which the Company may determine (with Investor Consent) to distribute shall be distributable: (a) first, so that the holders of Deferred Shares receive £1.00 (as a class), payment of which may be made to any holder of Deferred Shares on behalf of such shareholders; (b) second in paying a sum equal to £W plus £100 where W is an amount equal to the sum of: (A) prior to the sixth anniversary of the First Drawdown Completion Date the relevant amount that would be paid to the holders of the A Ordinary Shares, the AA Ordinary Shares and the AB Ordinary Shares pursuant to Article 5.1(b)(A); or (B) on or after the sixth anniversary of the First Drawdown Completion Date the relevant amount that would be paid to the holders of the A Ordinary Shares, the AA Ordinary Shares and the AB Ordinary Shares pursuant to Article 5.1(b)(B), to be distributed: (i) as to 0.0001% to the holders of the Ordinary Shares and AB Ordinary Shares pro-rata according to the number of Ordinary Shares and AB Ordinary Shares in issue held by them; and (ii) as to the balance to the holders of the A Ordinary Shares and the AA Ordinary Shares such that each holder of A Ordinary Shares in issue receives in respect of each A Ordinary Share held an amount equal to the amount that it would receive pursuant to Article 5.1(b)(ii) and each holder of the AA Ordinary Shares in issue receives in respect of each AA Ordinary Share held an amount equal to the amount it would receive pursuant to Article 5.1(b)(ii), (c) third, in paying a sum equal to £X plus £100 where X is an amount equal to an amount that would be paid to the holders of the Ordinary Shares pursuant to Article 5.1(c) to be distributed (i) as to 0.0001% to the holders of the A Ordinary Shares, AA Ordinary Shares and the AB Ordinary Shares pro-rata according to the number of A Ordinary Shares, AA Ordinary Shares and AB Ordinary Shares held by them; and (ii) as to the balance to the holders of the Ordinary Shares such that each holder of Ordinary Shares receives in respect of each Ordinary Share held an amount equal to the amount it would receive pursuant to Article 5.1 (c), and thereafter any such Available Profits will be distributed: (d) as to 0.0001% to the holders of the Deferred Shares and the AA Ordinary Shares pro-rata according to the number of Deferred Shares and AA Ordinary Shares held by them; and (e) as to the balance to the holders of the A Ordinary Shares, the AB Ordinary Shares and Ordinary Shares, PROVIDED ALWAYS: (i) that any amount due pursuant to Article 4.2.(b) will be paid on the date being the date of completion of an Exit if such Exit is on or before the fifth anniversary of the Date of Adoption, but thereafter the A Preferred Amount will be payable in cash on a monthly basis until an Exit; and (ii) this Article 4.2 is subject to the limits in Article 9.

In accordance with Section 555 of the Companies Act 2006.

SH01 - continuation page

Return of allotment of shares

5 Statement of capital (prescribed particulars of rights attached to shares)

Class of share	AA ORDINARY (CONT.)
Prescribed particulars	*Continued...* On a distribution of assets on a liquidation or a return of capital (other than a conversion, redemption or purchase of Shares) the surplus assets of the Company remaining after payment of its liabilities ("Net Proceeds") shall be applied (to the extent that the Company is lawfully permitted to do so): (a) first in paying to the holders of the Deferred Shares, if any, a total of £1.00 for the entire class of Deferred Shares (which payment shall be deemed satisfied by payment to any one holder of Deferred Shares); (b) second, in paying a sum equal to £W plus £100 (where W is an amount equal to the sum of: (A) prior to the sixth anniversary of the First Drawdown Completion Date (i) the aggregate Issue Price of all the A Ordinary Shares in issue at the relevant time plus (ii) the aggregate Issue Price of all the AB Shares in issue at the relevant time plus (iii) 1.75 x the aggregate Issue Price of all the AA Ordinary Shares in issue at the relevant time plus (iv) any Arrears (if any which will include any unpaid A Preferred Amount) on the A Ordinary Shares, the AA Ordinary Shares and the AB Ordinary Shares (as the case may be) due or declared but unpaid down to the date of the return of assets less any amount paid pursuant to Article 4.2.(b); or (B)on or after the sixth anniversary of the First Drawdown Completion Date, W is an amount equal to the sum of (i) 2 x the aggregate Issue Price of all the A Ordinary Shares in issue at the relevant time plus (ii) 2 x the aggregate Issue Price of all the AB Shares in issue at the relevant time plus (iii) 2.75 x the aggregate Issue Price of all the AA Ordinary Shares in issue at the relevant time plus (iv) any Arrears (if any) on the A Ordinary Shares, the AA Ordinary Shares and the AB Ordinary Shares (as the case may be) due or declared but unpaid down to the date of the return of assets less any amount paid pursuant to Article 4.2.(b), (in each case such aggregate amount being the "A Preferred Return")), to be distributed: (i) as to 0.0001% to the holders of the Ordinary Shares and AB Ordinary Shares pro-rata according to the number of Ordinary Shares and AB Ordinary Shares in issue held by them; and (ii) as to the balance to the holders of the A Ordinary Shares and the AA Ordinary Shares such that each holder of A Ordinary Shares in issue receives in respect of each A Ordinary Share held an amount equal to 1x (prior to the sixth anniversary of the Date of Adoption) or 2 x (on or after the sixth anniversary of the Date of Adoption) the Issue Price of such A Ordinary Share plus the Arrears on such A Ordinary Share and each holder of AA Ordinary Shares in issue receives in respect of each AA Ordinary Share held an amount equal to the sum of 1.75 x (prior to the sixth anniversary of the Date of Adoption) or 2.75 x (on or after the sixth anniversary of the Date of Adoption) the Issue Price of such AA Ordinary Share plus the Arrears plus to 1x (prior to the sixth anniversary of the Date of Adoption) or 2 x (on or after the sixth anniversary of the Date of Adoption) the Issue Price of an AB Ordinary Share plus the Arrears on such AB Ordinary Share (the average amount received per A Ordinary Share, AA Ordinary Share and AB Ordinary Share being the "A Share Preferred Return"), providing that, where there are insufficient Net Proceeds to pay the amounts under this Article 5.1(b), the Net Proceeds shall be distributed amongst the holders of A Ordinary Shares, AA Ordinary Shares, AB Ordinary Shares and Ordinary Shares pro rata to the amount they would otherwise have received hereunder; (c) third, in paying a sum equal to £X plus £100 (where X is an amount equal to the A Share Preferred Return multiplied by the number of Ordinary Shares in issue at the relevant time), to be distributed: (i) as to 0.0001% to the holders of the A Ordinary Shares, AA Ordinary Shares and the AB Ordinary Shares pro-rata according to the number of A Ordinary Shares, AA Ordinary Shares and AB Ordinary Shares held by them; and (ii) as to the balance to the holders of the Ordinary Shares such that each holder of Ordinary Shares receives in respect of each Ordinary Share held an amount equal to the A Share Preferred Return less any amount paid pursuant to Article 4.2.(c), providing that, where there are insufficient Net Proceeds to pay the amounts under this Article 5.1(c), the Net Proceeds shall be distributed amongst the holders of A Ordinary Shares, AA Ordinary Shares, AB Ordinary Shares and Ordinary Shares pro rata to the amount they would otherwise have received hereunder; (d) thereafter the balance of the Net Proceeds, if any, shall be distributed as to 0.0001% to the holders of the AA Ordinary Shares pro rata according to the number of AA Ordinary Shares held by each of them and as to the balance to the holders of the Ordinary Shares, A Ordinary Shares and AB Ordinary Shares (if any) on a pro-rata basis according to the number of such shares held by them as if they constituted one class of share immediately prior to the commencement of the winding up (in the case of a winding up) or the return of capital (in any other case), PROVIDED always that this Article 5 is subject to the limits in Article 9.

In accordance with Section 555 of the Companies Act 2006.

SH01 - continuation page

Return of allotment of shares

5 Statement of capital (prescribed particulars of rights attached to shares)

Class of share	AB ORDINARY
Prescribed particulars	Each AB ordinary share is entitled to one vote in any circumstances. The AB ordinary shares are non-redeemable. 4.2 Notwithstanding Article 4.3, until such time as the holders of the A Ordinary Shares, the AA Ordinary Shares and the AB Ordinary Shares have received an aggregate amount equal to the A Preferred Return then any Available Profits which the Company may determine (with Investor Consent) to distribute shall be distributable: (a) first, so that the holders of Deferred Shares receive £1.00 (as a class), payment of which may be made to any holder of Deferred Shares on behalf of such shareholders; (b) second in paying a sum equal to £W plus £100 where W is an amount equal to the sum of: (A) prior to the sixth anniversary of the First Drawdown Completion Date the relevant amount that would be paid to the holders of the A Ordinary Shares, the AA Ordinary Shares and the AB Ordinary Shares pursuant to Article 5.1(b)(A); or (B) on or after the sixth anniversary of the First Drawdown Completion Date the relevant amount that would be paid to the holders of the A Ordinary Shares, the AA Ordinary Shares and the AB Ordinary Shares pursuant to Article 5.1(b)(B), to be distributed: (i) as to 0.0001% to the holders of the Ordinary Shares and AB Ordinary Shares pro-rata according to the number of Ordinary Shares and AB Ordinary Shares in issue held by them; and (ii) as to the balance to the holders of the A Ordinary Shares and the AA Ordinary Shares such that each holder of A Ordinary Shares in issue receives in respect of each A Ordinary Share held an amount equal to the amount that it would receive pursuant to Article 5.1(b)(ii) and each holder of the AA Ordinary Shares in issue receives in respect of each AA Ordinary Share held an amount equal to the amount it would receive pursuant to Article 5.1(b)(ii), (c) third, in paying a sum equal to £X plus £100 where X is an amount equal to an amount that would be paid to the holders of the Ordinary Shares pursuant to Article 5.1(c) to be distributed (i) as to 0.0001% to the holders of the A Ordinary Shares, AA Ordinary Shares and the AB Ordinary Shares pro-rata according to the number of A Ordinary Shares, AA Ordinary Shares and AB Ordinary Shares held by them; and (ii) as to the balance to the holders of the Ordinary Shares such that each holder of Ordinary Shares receives in respect of each Ordinary Share held an amount equal to the amount it would receive pursuant to Article 5.1 (c), and thereafter any such Available Profits will be distributed: (d) as to 0.0001% to the holders of the Deferred Shares and the AA Ordinary Shares pro-rata according to the number of Deferred Shares and AA Ordinary Shares held by them; and (e) as to the balance to the holders of the A Ordinary Shares, the AB Ordinary Shares and Ordinary Shares, PROVIDED ALWAYS: (i) that any amount due pursuant to Article 4.2.(b) will be paid on the date being the date of completion of an Exit if such Exit is on or before the fifth anniversary of the Date of Adoption, but thereafter the A Preferred Amount will be payable in cash on a monthly basis until an Exit; and (ii) this Article 4.2 is subject to the limits in Article 9.

In accordance with Section 555 of the Companies Act 2006.

SH01 - continuation page

Return of allotment of shares

5 Statement of capital (prescribed particulars of rights attached to shares)

Class of share	AB ORDINARY (CONT.)
Prescribed particulars	*Continued...* On a distribution of assets on a liquidation or a return of capital (other than a conversion, redemption or purchase of Shares) the surplus assets of the Company remaining after payment of its liabilities ("Net Proceeds") shall be applied (to the extent that the Company is lawfully permitted to do so): (a) first in paying to the holders of the Deferred Shares, if any, a total of £1.00 for the entire class of Deferred Shares (which payment shall be deemed satisfied by payment to any one holder of Deferred Shares); (b) second, in paying a sum equal to £W plus £100 (where W is an amount equal to the sum of: (A) prior to the sixth anniversary of the First Drawdown Completion Date (i) the aggregate Issue Price of all the A Ordinary Shares in issue at the relevant time plus (ii) the aggregate Issue Price of all the AB Shares in issue at the relevant time plus (iii) 1.75 x the aggregate Issue Price of all the AA Ordinary Shares in issue at the relevant time plus (iv) any Arrears (if any which will include any unpaid A Preferred Amount) on the A Ordinary Shares, the AA Ordinary Shares and the AB Ordinary Shares (as the case may be) due or declared but unpaid down to the date of the return of assets less any amount paid pursuant to Article 4.2.(b); or (B)on or after the sixth anniversary of the First Drawdown Completion Date, W is an amount equal to the sum of (i) 2 x the aggregate Issue Price of all the A Ordinary Shares in issue at the relevant time plus (ii) 2 x the aggregate Issue Price of all the AB Shares in issue at the relevant time plus (iii) 2.75 x the aggregate Issue Price of all the AA Ordinary Shares in issue at the relevant time plus (iv) any Arrears (if any) on the A Ordinary Shares, the AA Ordinary Shares and the AB Ordinary Shares (as the case may be) due or declared but unpaid down to the date of the return of assets less any amount paid pursuant to Article 4.2.(b), (in each case such aggregate amount being the "A Preferred Return")), to be distributed: (i) as to 0.0001% to the holders of the Ordinary Shares and AB Ordinary Shares pro-rata according to the number of Ordinary Shares and AB Ordinary Shares in issue held by them; and (ii) as to the balance to the holders of the A Ordinary Shares and the AA Ordinary Shares such that each holder of A Ordinary Shares in issue receives in respect of each A Ordinary Share held an amount equal to 1x (prior to the sixth anniversary of the Date of Adoption) or 2 x (on or after the sixth anniversary of the Date of Adoption) the Issue Price of such A Ordinary Share plus the Arrears on such A Ordinary Share and each holder of AA Ordinary Shares in issue receives in respect of each AA Ordinary Share held an amount equal to the sum of 1.75 x (prior to the sixth anniversary of the Date of Adoption) or 2.75 x (on or after the sixth anniversary of the Date of Adoption) the Issue Price of such AA Ordinary Share plus the Arrears plus to 1x (prior to the sixth anniversary of the Date of Adoption) or 2 x (on or after the sixth anniversary of the Date of Adoption) the Issue Price of an AB Ordinary Share plus the Arrears on such AB Ordinary Share (the average amount received per A Ordinary Share, AA Ordinary Share and AB Ordinary Share being the "A Share Preferred Return"), providing that, where there are insufficient Net Proceeds to pay the amounts under this Article 5.1(b), the Net Proceeds shall be distributed amongst the holders of A Ordinary Shares, AA Ordinary Shares, AB Ordinary Shares and Ordinary Shares pro rata to the amount they would otherwise have received hereunder; (c) third, in paying a sum equal to £X plus £100 (where X is an amount equal to the A Share Preferred Return multiplied by the number of Ordinary Shares in issue at the relevant time), to be distributed: (i) as to 0.0001% to the holders of the A Ordinary Shares, AA Ordinary Shares and the AB Ordinary Shares pro-rata according to the number of A Ordinary Shares, AA Ordinary Shares and AB Ordinary Shares held by them; and (ii) as to the balance to the holders of the Ordinary Shares such that each holder of Ordinary Shares receives in respect of each Ordinary Share held an amount equal to the A Share Preferred Return less any amount paid pursuant to Article 4.2.(c), providing that, where there are insufficient Net Proceeds to pay the amounts under this Article 5.1(c), the Net Proceeds shall be distributed amongst the holders of A Ordinary Shares, AA Ordinary Shares, AB Ordinary Shares and Ordinary Shares pro rata to the amount they would otherwise have received hereunder; (d) thereafter the balance of the Net Proceeds, if any, shall be distributed as to 0.0001% to the holders of the AA Ordinary Shares pro rata according to the number of AA Ordinary Shares held by each of them and as to the balance to the holders of the Ordinary Shares, A Ordinary Shares and AB Ordinary Shares (if any) on a pro-rata basis according to the number of such shares held by them as if they constituted one class of share immediately prior to the commencement of the winding up (in the case of a winding up) or the return of capital (in any other case), PROVIDED always that this Article 5 is subject to the limits in Article 9.

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SH01
Return of allotment of shares

Presenter information

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

Contact name S.GUY

Company name Ashfords LLP

Address Tower Wharf

Cheese Lane

Post town Bristol

County/Region Avon

Postcode B S 2 0 J J

Country UK

DX 151760 Bristol 30

Telephone 0117 3218000

Checklist

We may return the forms completed incorrectly or with information missing.

Please make sure you have remembered the following:

- ☐ The company name and number match the information held on the public Register.
- ☐ You have shown the date(s) of allotment in section 2.
- ☐ You have completed all appropriate share details in section 3.
- ☐ You have completed the 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.gov.uk/companieshouse or email enquiries@companieshouse.gov.uk

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

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In accordance with Section 1076 of the Companies Act 2006.

RP01

Replacement of document not meeting requirements for proper delivery

Companies House

What this form is for
You can only use this form to file a replacement of a document that was previously delivered to the Registrar of Companies under the Companies Act 2006 on or after 1 October 2009 and was either not properly delivered or contained unnecessary material.

What this form is NOT
You cannot use this form information in a previous document, or to replace a delivered under Section 25 of Companies Act 2006 - Compa Charges.

SA
A10 *AA7Z6U68* 03/07/2021 #233
COMPANIES HOUSE

1 Company details

Company number	1 0 6 5 2 7 6 5
Company name in full	EQUIPSME (HOLDINGS) LTD

Filling in this form
Please complete in typescript or in bold black capitals.

2 Description of the original document

Document type ❶	FORM SH01 FOR ALLOTMENT OF SHARES ON 29.01.2021
Date of registration of the original document	d 3 d 0 m 0 m 3 y 2 y 0 y 2 y 1

❶ Description of the original document
Please enter the document type (e.g. articles of association) and any distinguishing information if more than one document of that type was filed on the same day.

3 Signature

A replacement document must only be filed where (i) a document has previously been delivered and either (ii) that document was not properly delivered or (iii) that document contained unnecessary material.

Please sign either **Section 3a** or **Section 3b**.

3a The company to which the original document relates

Please complete this section if you are signing on behalf of the company to which the original document relates.

I am signing this form on behalf of the company.

Signature

Signature
X DocuSigned by: 73F2113B2FFD4AF X

This form may be signed by:
Director ❷, Secretary, Person authorised ❶, Permanent representative on behalf of an overseas company, Liquidator, Administrator, Administrative receiver, Receiver, Receiver manager, Charity commission receiver and manager, CIC manager, Judicial factor.

❷ 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.

❶ Person authorised
Under either section 270 or 274 of the Companies Act 2006.

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RP01

Replacement of document not meeting requirements for proper delivery

3b The person who delivered the original document

Please complete this section if you are the person who delivered the original document.

Signature

Signature

X X

4 Notes

Please note:
If you are applying for, or have been granted, exemption under Section 243 of the Companies Act 2006 and the document(s) you are replacing contain(s) your usual residential address, please post this form along with the replacement document to the address below:

The Registrar of Companies, PO BOX 4082, Cardiff, CF14 3WE.

DocuSign Envelope ID: 4A603D3D-122E-40C5-B3EF-681A88DDB3E8

RP01

Replacement of document not meeting requirements for proper delivery

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

Company name

Address

Post town

County/Region

Postcode

Country

DX

Telephone

Checklist

Please make sure you have remembered the following:

- ☐ You have fully completed Section 2 'Description of the original document'.
- ☐ The correct person has signed the form in **either** Section 3a **or** Section 3b.
- ☐ If you are replacing a document where you have previously paid a fee, do not send a fee along with this form.
- ☐ You have enclosed the replacement document.
- ☐ If the company to which this document relates has signed up to the PROOF (PROtected Online Filing) scheme, you **must** also deliver with this form and the replacement document a PR03 form 'Consent for paper filing'.

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.

Section 243 exemption
If you are applying for, or have been granted, a section 243 exemption, please post this form along with the replacement document to the different postal address below:
The Registrar of Companies, PO Box 4082,
Cardiff, CF14 3WE.

Further information

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

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

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In accordance with Section 555 of the Companies Act 2006.

Paperclip only

SH01

Return of allotment of shares

laserform

Go online to file this information
www.gov.uk/companieshouse

✓ **What this form is for**
You may use this form to give notice of shares allotted following incorporation.

✗ **What this form is NOT for**
You cannot use this form to give notice of shares taken by subscribers on formation of the company or for an allotment of a new class of shares by an unlimited company.

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

1 Company details

Company number	1 0 6 5 2 7 6 5
Company name in full	EQUIPSME (HOLDINGS) LTD

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

All fields are mandatory unless specified or indicated by *

2 Allotment dates ❶

From Date	d 2 d 9	m 0 m 1	y 2 y 0 y 2 y 1
To Date	d d	m m	y y y y

❶ **Allotment date**
If all shares were allotted on the same day enter that date in the 'from date' box. If shares were allotted over a period of time, complete both 'from date' and 'to date' boxes.

3 Shares allotted

Please give details of the shares allotted, including bonus shares.
(Please use a continuation page if necessary.)

❷ **Currency**
If currency details are not completed we will assume currency is in pound sterling.

Currency ❷	Class of shares (E.g. Ordinary/Preference etc.)	Number of shares allotted	Nominal value of each share	Amount paid (including share premium) on each share	Amount (if any) unpaid (including share premium) on each share
£GBP	AA ORDINARY	446429	0.00000333333	0.5533328	0.00
£GBP	AB ORDINARY	446429	0.00000333333	0.0066672	0.00

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

Continuation page
Please use a continuation page if necessary.

Details of non-cash consideration.

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

SH01
Return of allotment of shares

4 Statement of capital

Complete the table(s) below to show the issued share capital at the date to which this return is made up.

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

Please use a Statement of Capital continuation page if necessary.

Currency Complete a separate table for each currency	Class of shares E.g. Ordinary/Preference etc.	Number of shares	Aggregate nominal value (£, €, $, etc) Number of shares issued multiplied by nominal value	Total aggregate amount unpaid, if any (£, €, $, etc) Including both the nominal value and any share premium
Currency table A				
	SEE CONINTUATION PAGE			
	Totals			
Currency table B				
	Totals			
Currency table C				
	Totals			
		Total number of shares	Total aggregate nominal value ❶	Total aggregate amount unpaid ❶
	Totals (including continuation pages)	21,387,870	71.2928287	0.00

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

SH01
Return of allotment of shares

5 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 share capital tables in **Section 4.**

Class of share	SEE CONTINUATION PAGES
Prescribed particulars ❶	
Class of share	
Prescribed particulars ❶	
Class of share	
Prescribed particulars ❶	

❶ Prescribed particulars of rights attached to shares

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

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

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

6 Signature

I am signing this form on behalf of the company.

Signature

Signature

X DocuSigned by: Jaco Rabie 73F2113B2FFD4AF X

This form may be signed by:
Director ❷, Secretary, Person authorised ❸, Administrator, Administrative receiver, Receiver, Receiver manager, CIC manager.

❷ 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.

❸ Person authorised
Under either section 270 or 274 of the Companies Act 2006.

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In accordance with Section 555 of the Companies Act 2006.

SH01 - continuation page

Return of allotment of shares

4 Statement of capital

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

Currency Complete a separate table for each currency	**Class of shares** E.g. Ordinary/Preference etc.	**Number of shares**	**Aggregate nominal value** (£, €, $, etc) Number of shares issued multiplied by nominal value	**Total aggregate amount unpaid, if any** (£, €, $, etc) Including both the nominal value and any share premium
£GBP	ORDINARY	18515012	61.7166449	
£GBP	A ORDINARY	1980000	6.5999934	
£GBP	AA ORDINARY	446429	1.4880952	
£GBP	AB ORDINARY	446429	1.4880952	
	Totals	21387870	71.2928287	0.00

In accordance with Section 555 of the Companies Act 2006.

SH01 - continuation page

Return of allotment of shares

5 Statement of capital (prescribed particulars of rights attached to shares)

Class of share	ORDINARY
Prescribed particulars	Each Ordinary share is entitled to one vote in any circumstances. The Ordinary shares are non-redeemable. 4.2 Notwithstanding Article 4.3, until such time as the holders of the A Ordinary Shares, the AA Ordinary Shares and the AB Ordinary Shares have received an aggregate amount equal to the A Preferred Return then any Available Profits which the Company may determine (with Investor Consent) to distribute shall be distributable: (a) first, so that the holders of Deferred Shares receive £1.00 (as a class), payment of which may be made to any holder of Deferred Shares on behalf of such shareholders; (b) second in paying a sum equal to £W plus £100 where W is an amount equal to the sum of: (A) prior to the sixth anniversary of the First Drawdown Completion Date the relevant amount that would be paid to the holders of the A Ordinary Shares, the AA Ordinary Shares and the AB Ordinary Shares pursuant to Article 5.1(b)(A); or (B) on or after the sixth anniversary of the First Drawdown Completion Date the relevant amount that would be paid to the holders of the A Ordinary Shares, the AA Ordinary Shares and the AB Ordinary Shares pursuant to Article 5.1(b)(B), to be distributed: (i) as to 0.0001% to the holders of the Ordinary Shares and AB Ordinary Shares pro-rata according to the number of Ordinary Shares and AB Ordinary Shares in issue held by them; and (ii) as to the balance to the holders of the A Ordinary Shares and the AA Ordinary Shares such that each holder of A Ordinary Shares in issue receives in respect of each A Ordinary Share held an amount equal to the amount that it would receive pursuant to Article 5.1(b)(ii) and each holder of the AA Ordinary Shares in issue receives in respect of each AA Ordinary Share held an amount equal to the amount it would receive pursuant to Article 5.1(b)(ii), (c) third, in paying a sum equal to £X plus £100 where X is an amount equal to an amount that would be paid to the holders of the Ordinary Shares pursuant to Article 5.1(c) to be distributed (i) as to 0.0001% to the holders of the A Ordinary Shares, AA Ordinary Shares and the AB Ordinary Shares pro-rata according to the number of A Ordinary Shares, AA Ordinary Shares and AB Ordinary Shares held by them; and (ii) as to the balance to the holders of the Ordinary Shares such that each holder of Ordinary Shares receives in respect of each Ordinary Share held an amount equal to the amount it would receive pursuant to Article 5.1 (c), and thereafter any such Available Profits will be distributed: (d) as to 0.0001% to the holders of the Deferred Shares and the AA Ordinary Shares pro-rata according to the number of Deferred Shares and AA Ordinary Shares held by them; and (e) as to the balance to the holders of the A Ordinary Shares, the AB Ordinary Shares and Ordinary Shares, PROVIDED ALWAYS: (i) that any amount due pursuant to Article 4.2.(b) will be paid on the date being the date of completion of an Exit if such Exit is on or before the fifth anniversary of the Date of Adoption, but thereafter the A Preferred Amount will be payable in cash on a monthly basis until an Exit; and (ii) this Article 4.2 is subject to the limits in Article 9.

In accordance with Section 555 of the Companies Act 2006.

SH01 - continuation page

Return of allotment of shares

5 Statement of capital (prescribed particulars of rights attached to shares)

Class of share	ORDINARY (CONT.)
Prescribed particulars	*Continued...* On a distribution of assets on a liquidation or a return of capital (other than a conversion, redemption or purchase of Shares) the surplus assets of the Company remaining after payment of its liabilities ("Net Proceeds") shall be applied (to the extent that the Company is lawfully permitted to do so): (a) first in paying to the holders of the Deferred Shares, if any, a total of £1.00 for the entire class of Deferred Shares (which payment shall be deemed satisfied by payment to any one holder of Deferred Shares); (b) second, in paying a sum equal to £W plus £100 (where W is an amount equal to the sum of: (A) prior to the sixth anniversary of the First Drawdown Completion Date (i) the aggregate Issue Price of all the A Ordinary Shares in issue at the relevant time plus (ii) the aggregate Issue Price of all the AB Shares in issue at the relevant time plus (iii) 1.75 x the aggregate Issue Price of all the AA Ordinary Shares in issue at the relevant time plus (iv) any Arrears (if any which will include any unpaid A Preferred Amount) on the A Ordinary Shares, the AA Ordinary Shares and the AB Ordinary Shares (as the case may be) due or declared but unpaid down to the date of the return of assets less any amount paid pursuant to Article 4.2.(b); or (B)on or after the sixth anniversary of the First Drawdown Completion Date, W is an amount equal to the sum of (i) 2 x the aggregate Issue Price of all the A Ordinary Shares in issue at the relevant time plus (ii) 2 x the aggregate Issue Price of all the AB Shares in issue at the relevant time plus (iii) 2.75 x the aggregate Issue Price of all the AA Ordinary Shares in issue at the relevant time plus (iv) any Arrears (if any) on the A Ordinary Shares, the AA Ordinary Shares and the AB Ordinary Shares (as the case may be) due or declared but unpaid down to the date of the return of assets less any amount paid pursuant to Article 4.2.(b), (in each case such aggregate amount being the "A Preferred Return")), to be distributed: (i) as to 0.0001% to the holders of the Ordinary Shares and AB Ordinary Shares pro-rata according to the number of Ordinary Shares and AB Ordinary Shares in issue held by them; and (ii) as to the balance to the holders of the A Ordinary Shares and the AA Ordinary Shares such that each holder of A Ordinary Shares in issue receives in respect of each A Ordinary Share held an amount equal to 1x (prior to the sixth anniversary of the Date of Adoption) or 2 x (on or after the sixth anniversary of the Date of Adoption) the Issue Price of such A Ordinary Share plus the Arrears on such A Ordinary Share and each holder of AA Ordinary Shares in issue receives in respect of each AA Ordinary Share held an amount equal to the sum of 1.75 x (prior to the sixth anniversary of the Date of Adoption) or 2.75 x (on or after the sixth anniversary of the Date of Adoption) the Issue Price of such AA Ordinary Share plus the Arrears plus to 1x (prior to the sixth anniversary of the Date of Adoption) or 2 x (on or after the sixth anniversary of the Date of Adoption) the Issue Price of an AB Ordinary Share plus the Arrears on such AB Ordinary Share (the average amount received per A Ordinary Share, AA Ordinary Share and AB Ordinary Share being the "A Share Preferred Return"), providing that, where there are insufficient Net Proceeds to pay the amounts under this Article 5.1(b), the Net Proceeds shall be distributed amongst the holders of A Ordinary Shares, AA Ordinary Shares, AB Ordinary Shares and Ordinary Shares pro rata to the amount they would otherwise have received hereunder; (c) third, in paying a sum equal to £X plus £100 (where X is an amount equal to the A Share Preferred Return multiplied by the number of Ordinary Shares in issue at the relevant time), to be distributed: (i) as to 0.0001% to the holders of the A Ordinary Shares, AA Ordinary Shares and the AB Ordinary Shares pro-rata according to the number of A Ordinary Shares, AA Ordinary Shares and AB Ordinary Shares held by them; and (ii) as to the balance to the holders of the Ordinary Shares such that each holder of Ordinary Shares receives in respect of each Ordinary Share held an amount equal to the A Share Preferred Return less any amount paid pursuant to Article 4.2.(c), providing that, where there are insufficient Net Proceeds to pay the amounts under this Article 5.1(c), the Net Proceeds shall be distributed amongst the holders of A Ordinary Shares, AA Ordinary Shares, AB Ordinary Shares and Ordinary Shares pro rata to the amount they would otherwise have received hereunder; (d) thereafter the balance of the Net Proceeds, if any, shall be distributed as to 0.0001% to the holders of the AA Ordinary Shares pro rata according to the number of AA Ordinary Shares held by each of them and as to the balance to the holders of the Ordinary Shares, A Ordinary Shares and AB Ordinary Shares (if any) on a pro-rata basis according to the number of such shares held by them as if they constituted one class of share immediately prior to the commencement of the winding up (in the case of a winding up) or the return of capital (in any other case), PROVIDED always that this Article 5 is subject to the limits in Article 9.

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In accordance with Section 555 of the Companies Act 2006.

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Return of allotment of shares

5 Statement of capital (prescribed particulars of rights attached to shares)

Class of share	A ORDINARY
Prescribed particulars	Each A ordinary share is entitled to one vote in any circumstances. The A ordinary shares are non-redeemable. 4.2 Notwithstanding Article 4.3, until such time as the holders of the A Ordinary Shares, the AA Ordinary Shares and the AB Ordinary Shares have received an aggregate amount equal to the A Preferred Return then any Available Profits which the Company may determine (with Investor Consent) to distribute shall be distributable: (a) first, so that the holders of Deferred Shares receive £1.00 (as a class), payment of which may be made to any holder of Deferred Shares on behalf of such shareholders; (b) second in paying a sum equal to £W plus £100 where W is an amount equal to the sum of: (A) prior to the sixth anniversary of the First Drawdown Completion Date the relevant amount that would be paid to the holders of the A Ordinary Shares, the AA Ordinary Shares and the AB Ordinary Shares pursuant to Article 5.1(b)(A); or (B) on or after the sixth anniversary of the First Drawdown Completion Date the relevant amount that would be paid to the holders of the A Ordinary Shares, the AA Ordinary Shares and the AB Ordinary Shares pursuant to Article 5.1(b)(B), to be distributed: (i) as to 0.0001% to the holders of the Ordinary Shares and AB Ordinary Shares pro-rata according to the number of Ordinary Shares and AB Ordinary Shares in issue held by them; and (ii) as to the balance to the holders of the A Ordinary Shares and the AA Ordinary Shares such that each holder of A Ordinary Shares in issue receives in respect of each A Ordinary Share held an amount equal to the amount that it would receive pursuant to Article 5.1(b)(ii) and each holder of the AA Ordinary Shares in issue receives in respect of each AA Ordinary Share held an amount equal to the amount it would receive pursuant to Article 5.1(b)(ii), (c) third, in paying a sum equal to £X plus £100 where X is an amount equal to an amount that would be paid to the holders of the Ordinary Shares pursuant to *Article 5.1(c) to be distributed (i) as to 0.0001% to the holders of the A Ordinary* Shares, AA Ordinary Shares and the AB Ordinary Shares pro-rata according to the number of A Ordinary Shares, AA Ordinary Shares and AB Ordinary Shares held by them; and (ii) as to the balance to the holders of the Ordinary Shares such that each holder of Ordinary Shares receives in respect of each Ordinary Share held an amount equal to the amount it would receive pursuant to Article 5.1 (c), and thereafter any such Available Profits will be distributed: (d) as to 0.0001% to the holders of the Deferred Shares and the AA Ordinary Shares pro-rata according to the number of Deferred Shares and AA Ordinary Shares held by them; and (e) as to the balance to the holders of the A Ordinary Shares, the AB Ordinary Shares and Ordinary Shares, PROVIDED ALWAYS: (i) that any amount due pursuant to Article 4.2.(b) will be paid on the date being the date of completion of an Exit if such Exit is on or before the fifth anniversary of the Date of Adoption, but thereafter the A Preferred Amount will be payable in cash on a monthly basis until an Exit; and (ii) this Article 4.2 is subject to the limits in Article 9.

In accordance with Section 555 of the Companies Act 2006.

SH01 - continuation page

Return of allotment of shares

5 Statement of capital (prescribed particulars of rights attached to shares)

Class of share	A ORDINARY (CONT.)
Prescribed particulars	*Continued...* On a distribution of assets on a liquidation or a return of capital (other than a conversion, redemption or purchase of Shares) the surplus assets of the Company remaining after payment of its liabilities ("Net Proceeds") shall be applied (to the extent that the Company is lawfully permitted to do so): (a) first in paying to the holders of the Deferred Shares, if any, a total of £1.00 for the entire class of Deferred Shares (which payment shall be deemed satisfied by payment to any one holder of Deferred Shares); (b) second, in paying a sum equal to £W plus £100 (where W is an amount equal to the sum of: (A) prior to the sixth anniversary of the First Drawdown Completion Date (i) the aggregate Issue Price of all the A Ordinary Shares in issue at the relevant time plus (ii) the aggregate Issue Price of all the AB Shares in issue at the relevant time plus (iii) 1.75 x the aggregate Issue Price of all the AA Ordinary Shares in issue at the relevant time plus (iv) any Arrears (if any which will include any unpaid A Preferred Amount) on the A Ordinary Shares, the AA Ordinary Shares and the AB Ordinary Shares (as the case may be) due or declared but unpaid down to the date of the return of assets less any amount paid pursuant to Article 4.2.(b); or (B)on or after the sixth anniversary of the First Drawdown Completion Date, W is an amount equal to the sum of (i) 2 x the aggregate Issue Price of all the A Ordinary Shares in issue at the relevant time plus (ii) 2 x the aggregate Issue Price of all the AB Shares in issue at the relevant time plus (iii) 2.75 x the aggregate Issue Price of all the AA Ordinary Shares in issue at the relevant time plus (iv) any Arrears (if any) on the A Ordinary Shares, the AA Ordinary Shares and the AB Ordinary Shares (as the case may be) due or declared but unpaid down to the date of the return of assets less any amount paid pursuant to Article 4.2.(b), (in each case such aggregate amount being the "A Preferred Return")), to be distributed: (i) as to 0.0001% to the holders of the Ordinary Shares and AB Ordinary Shares pro-rata according to the number of Ordinary Shares and AB Ordinary Shares in issue held by them; and (ii) as to the balance to the holders of the A Ordinary Shares and the AA Ordinary Shares such that each holder of A Ordinary Shares in issue receives in respect of each A Ordinary Share held an amount equal to 1x (prior to the sixth anniversary of the Date of Adoption) or 2 x (on or after the sixth anniversary of the Date of Adoption) the Issue Price of such A Ordinary Share plus the Arrears on such A Ordinary Share and each holder of AA Ordinary Shares in issue receives in respect of each AA Ordinary Share held an amount equal to the sum of 1.75 x (prior to the sixth anniversary of the Date of Adoption) or 2.75 x (on or after the sixth anniversary of the Date of Adoption) the Issue Price of such AA Ordinary Share plus the Arrears plus to 1x (prior to the sixth anniversary of the Date of Adoption) or 2 x (on or after the sixth anniversary of the Date of Adoption) the Issue Price of an AB Ordinary Share plus the Arrears on such AB Ordinary Share (the average amount received per A Ordinary Share, AA Ordinary Share and AB Ordinary Share being the "A Share Preferred Return"), providing that, where there are insufficient Net Proceeds to pay the amounts under this Article 5.1(b), the Net Proceeds shall be distributed amongst the holders of A Ordinary Shares, AA Ordinary Shares, AB Ordinary Shares and Ordinary Shares pro rata to the amount they would otherwise have received hereunder; (c) third, in paying a sum equal to £X plus £100 (where X is an amount equal to the A Share Preferred Return multiplied by the number of Ordinary Shares in issue at the relevant time), to be distributed: (i) as to 0.0001% to the holders of the A Ordinary Shares, AA Ordinary Shares and the AB Ordinary Shares pro-rata according to the number of A Ordinary Shares, AA Ordinary Shares and AB Ordinary Shares held by them; and (ii) as to the balance to the holders of the Ordinary Shares such that each holder of Ordinary Shares receives in respect of each Ordinary Share held an amount equal to the A Share Preferred Return less any amount paid pursuant to Article 4.2.(c), providing that, where there are insufficient Net Proceeds to pay the amounts under this Article 5.1(c), the Net Proceeds shall be distributed amongst the holders of A Ordinary Shares, AA Ordinary Shares, AB Ordinary Shares and Ordinary Shares pro rata to the amount they would otherwise have received hereunder; (d) thereafter the balance of the Net Proceeds, if any, shall be distributed as to 0.0001% to the holders of the AA Ordinary Shares pro rata according to the number of AA Ordinary Shares held by each of them and as to the balance to the holders of the Ordinary Shares, A Ordinary Shares and AB Ordinary Shares (if any) on a pro-rata basis according to the number of such shares held by them as if they constituted one class of share immediately prior to the commencement of the winding up (in the case of a winding up) or the return of capital (in any other case), PROVIDED always that this Article 5 is subject to the limits in Article 9.

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In accordance with Section 555 of the Companies Act 2006.

SH01 - continuation page

Return of allotment of shares

5 Statement of capital (prescribed particulars of rights attached to shares)

Class of share	AA ORDINARY
Prescribed particulars	The AA ordinary shares do not confer any right to vote in any circumstances. The AA ordinary shares are non-redeemable. 4.2 Notwithstanding Article 4.3, until such time as the holders of the A Ordinary Shares, the AA Ordinary Shares and the AB Ordinary Shares have received an aggregate amount equal to the A Preferred Return then any Available Profits which the Company may determine (with Investor Consent) to distribute shall be distributable: (a) first, so that the holders of Deferred Shares receive £1.00 (as a class), payment of which may be made to any holder of Deferred Shares on behalf of such shareholders; (b) second in paying a sum equal to £W plus £100 where W is an amount equal to the sum of: (A) prior to the sixth anniversary of the First Drawdown Completion Date the relevant amount that would be paid to the holders of the A Ordinary Shares, the AA Ordinary Shares and the AB Ordinary Shares pursuant to Article 5.1(b)(A); or (B) on or after the sixth anniversary of the First Drawdown Completion Date the relevant amount that would be paid to the holders of the A Ordinary Shares, the AA Ordinary Shares and the AB Ordinary Shares pursuant to Article 5.1(b)(B), to be distributed: (i) as to 0.0001% to the holders of the Ordinary Shares and AB Ordinary Shares pro-rata according to the number of Ordinary Shares and AB Ordinary Shares in issue held by them; and (ii) as to the balance to the holders of the A Ordinary Shares and the AA Ordinary Shares such that each holder of A Ordinary Shares in issue receives in respect of each A Ordinary Share held an amount equal to the amount that it would receive pursuant to Article 5.1(b)(ii) and each holder of the AA Ordinary Shares in issue receives in respect of each AA Ordinary Share held an amount equal to the amount it would receive pursuant to Article 5.1(b)(ii), (c) third, in paying a sum equal to £X plus £100 where X is an amount equal to an amount that would be paid to the holders of the Ordinary Shares pursuant to Article 5.1(c) to be distributed (i) as to 0.0001% to the holders of the A Ordinary Shares, AA Ordinary Shares and the AB Ordinary Shares pro-rata according to the number of A Ordinary Shares, AA Ordinary Shares and AB Ordinary Shares held by them; and (ii) as to the balance to the holders of the Ordinary Shares such that each holder of Ordinary Shares receives in respect of each Ordinary Share held an amount equal to the amount it would receive pursuant to Article 5.1 (c), and thereafter any such Available Profits will be distributed: (d) as to 0.0001% to the holders of the Deferred Shares and the AA Ordinary Shares pro-rata according to the number of Deferred Shares and AA Ordinary Shares held by them; and (e) as to the balance to the holders of the A Ordinary Shares, the AB Ordinary Shares and Ordinary Shares, PROVIDED ALWAYS: (i) that any amount due pursuant to Article 4.2.(b) will be paid on the date being the date of completion of an Exit if such Exit is on or before the fifth anniversary of the Date of Adoption, but thereafter the A Preferred Amount will be payable in cash on a monthly basis until an Exit; and (ii) this Article 4.2 is subject to the limits in Article 9.

In accordance with Section 555 of the Companies Act 2006.

SH01 - continuation page

Return of allotment of shares

5 Statement of capital (prescribed particulars of rights attached to shares)

Class of share	AA ORDINARY (CONT.)
Prescribed particulars	*Continued...* On a distribution of assets on a liquidation or a return of capital (other than a conversion, redemption or purchase of Shares) the surplus assets of the Company remaining after payment of its liabilities ("Net Proceeds") shall be applied (to the extent that the Company is lawfully permitted to do so): (a) first in paying to the holders of the Deferred Shares, if any, a total of £1.00 for the entire class of Deferred Shares (which payment shall be deemed satisfied by payment to any one holder of Deferred Shares); (b) second, in paying a sum equal to £W plus £100 (where W is an amount equal to the sum of: (A) prior to the sixth anniversary of the First Drawdown Completion Date (i) the aggregate Issue Price of all the A Ordinary Shares in issue at the relevant time plus (ii) the aggregate Issue Price of all the AB Shares in issue at the relevant time plus (iii) 1.75 x the aggregate Issue Price of all the AA Ordinary Shares in issue at the relevant time plus (iv) any Arrears (if any which will include any unpaid A Preferred Amount) on the A Ordinary Shares, the AA Ordinary Shares and the AB Ordinary Shares (as the case may be) due or declared but unpaid down to the date of the return of assets less any amount paid pursuant to Article 4.2.(b); or (B)on or after the sixth anniversary of the First Drawdown Completion Date, W is an amount equal to the sum of (i) 2 x the aggregate Issue Price of all the A Ordinary Shares in issue at the relevant time plus (ii) 2 x the aggregate Issue Price of all the AB Shares in issue at the relevant time plus (iii) 2.75 x the aggregate Issue Price of all the AA Ordinary Shares in issue at the relevant time plus (iv) any Arrears (if any) on the A Ordinary Shares, the AA Ordinary Shares and the AB Ordinary Shares (as the case may be) due or declared but unpaid down to the date of the return of assets less any amount paid pursuant to Article 4.2.(b), (in each case such aggregate amount being the "A Preferred Return")), to be distributed: (i) as to 0.0001% to the holders of the Ordinary Shares and AB Ordinary Shares pro-rata according to the number of Ordinary Shares and AB Ordinary Shares in issue held by them; and (ii) as to the balance to the holders of the A Ordinary Shares and the AA Ordinary Shares such that each holder of A Ordinary Shares in issue receives in respect of each A Ordinary Share held an amount equal to 1x (prior to the sixth anniversary of the Date of Adoption) or 2 x (on or after the sixth anniversary of the Date of Adoption) the Issue Price of such A Ordinary Share plus the Arrears on such A Ordinary Share and each holder of AA Ordinary Shares in issue receives in respect of each AA Ordinary Share held an amount equal to the sum of 1.75 x (prior to the sixth anniversary of the Date of Adoption) or 2.75 x (on or after the sixth anniversary of the Date of Adoption) the Issue Price of such AA Ordinary Share plus the Arrears plus to 1x (prior to the sixth anniversary of the Date of Adoption) or 2 x (on or after the sixth anniversary of the Date of Adoption) the Issue Price of an AB Ordinary Share plus the Arrears on such AB Ordinary Share (the average amount received per A Ordinary Share, AA Ordinary Share and AB Ordinary Share being the "A Share Preferred Return"), providing that, where there are insufficient Net Proceeds to pay the amounts under this Article 5.1(b), the Net Proceeds shall be distributed amongst the holders of A Ordinary Shares, AA Ordinary Shares, AB Ordinary Shares and Ordinary Shares pro rata to the amount they would otherwise have received hereunder; (c) third, in paying a sum equal to £X plus £100 (where X is an amount equal to the A Share Preferred Return multiplied by the number of Ordinary Shares in issue at the relevant time), to be distributed: (i) as to 0.0001% to the holders of the A Ordinary Shares, AA Ordinary Shares and the AB Ordinary Shares pro-rata according to the number of A Ordinary Shares, AA Ordinary Shares and AB Ordinary Shares held by them; and (ii) as to the balance to the holders of the Ordinary Shares such that each holder of Ordinary Shares receives in respect of each Ordinary Share held an amount equal to the A Share Preferred Return less any amount paid pursuant to Article 4.2.(c), providing that, where there are insufficient Net Proceeds to pay the amounts under this Article 5.1(c), the Net Proceeds shall be distributed amongst the holders of A Ordinary Shares, AA Ordinary Shares, AB Ordinary Shares and Ordinary Shares pro rata to the amount they would otherwise have received hereunder; (d) thereafter the balance of the Net Proceeds, if any, shall be distributed as to 0.0001% to the holders of the AA Ordinary Shares pro rata according to the number of AA Ordinary Shares held by each of them and as to the balance to the holders of the Ordinary Shares, A Ordinary Shares and AB Ordinary Shares (if any) on a pro-rata basis according to the number of such shares held by them as if they constituted one class of share immediately prior to the commencement of the winding up (in the case of a winding up) or the return of capital (in any other case), PROVIDED always that this Article 5 is subject to the limits in Article 9.

In accordance with Section 555 of the Companies Act 2006.

SH01 - continuation page

Return of allotment of shares

5 Statement of capital (prescribed particulars of rights attached to shares)

Class of share	AB ORDINARY
Prescribed particulars	Each AB ordinary share is entitled to one vote in any circumstances. The AB ordinary shares are non-redeemable. 4.2 Notwithstanding Article 4.3, until such time as the holders of the A Ordinary Shares, the AA Ordinary Shares and the AB Ordinary Shares have received an aggregate amount equal to the A Preferred Return then any Available Profits which the Company may determine (with Investor Consent) to distribute shall be distributable: (a) first, so that the holders of Deferred Shares receive £1.00 (as a class), payment of which may be made to any holder of Deferred Shares on behalf of such shareholders; (b) second in paying a sum equal to £W plus £100 where W is an amount equal to the sum of: (A) prior to the sixth anniversary of the First Drawdown Completion Date the relevant amount that would be paid to the holders of the A Ordinary Shares, the AA Ordinary Shares and the AB Ordinary Shares pursuant to Article 5.1(b)(A); or (B) on or after the sixth anniversary of the First Drawdown Completion Date the relevant amount that would be paid to the holders of the A Ordinary Shares, the AA Ordinary Shares and the AB Ordinary Shares pursuant to Article 5.1(b)(B), to be distributed: (i) as to 0.0001% to the holders of the Ordinary Shares and AB Ordinary Shares pro-rata according to the number of Ordinary Shares and AB Ordinary Shares in issue held by them; and (ii) as to the balance to the holders of the A Ordinary Shares and the AA Ordinary Shares such that each holder of A Ordinary Shares in issue receives in respect of each A Ordinary Share held an amount equal to the amount that it would receive pursuant to Article 5.1(b)(ii) and each holder of the AA Ordinary Shares in issue receives in respect of each AA Ordinary Share held an amount equal to the amount it would receive pursuant to Article 5.1(b)(ii), (c) third, in paying a sum equal to £X plus £100 where X is an amount equal to an amount that would be paid to the holders of the Ordinary Shares pursuant to Article 5.1(c) to be distributed (i) as to 0.0001% to the holders of the A Ordinary Shares, AA Ordinary Shares and the AB Ordinary Shares pro-rata according to the number of A Ordinary Shares, AA Ordinary Shares and AB Ordinary Shares held by them; and (ii) as to the balance to the holders of the Ordinary Shares such that each holder of Ordinary Shares receives in respect of each Ordinary Share held an amount equal to the amount it would receive pursuant to Article 5.1 (c), and thereafter any such Available Profits will be distributed: (d) as to 0.0001% to the holders of the Deferred Shares and the AA Ordinary Shares pro-rata according to the number of Deferred Shares and AA Ordinary Shares held by them; and (e) as to the balance to the holders of the A Ordinary Shares, the AB Ordinary Shares and Ordinary Shares, PROVIDED ALWAYS: (i) that any amount due pursuant to Article 4.2.(b) will be paid on the date being the date of completion of an Exit if such Exit is on or before the fifth anniversary of the Date of Adoption, but thereafter the A Preferred Amount will be payable in cash on a monthly basis until an Exit; and (ii) this Article 4.2 is subject to the limits in Article 9.

In accordance with Section 555 of the Companies Act 2006.

SH01 - continuation page

Return of allotment of shares

5 Statement of capital (prescribed particulars of rights attached to shares)

Class of share	AB ORDINARY (CONT.)
Prescribed particulars	*Continued...* On a distribution of assets on a liquidation or a return of capital (other than a conversion, redemption or purchase of Shares) the surplus assets of the Company remaining after payment of its liabilities ("Net Proceeds") shall be applied (to the extent that the Company is lawfully permitted to do so): (a) first in paying to the holders of the Deferred Shares, if any, a total of £1.00 for the entire class of Deferred Shares (which payment shall be deemed satisfied by payment to any one holder of Deferred Shares); (b) second, in paying a sum equal to £W plus £100 (where W is an amount equal to the sum of: (A) prior to the sixth anniversary of the First Drawdown Completion Date (i) the aggregate Issue Price of all the A Ordinary Shares in issue at the relevant time plus (ii) the aggregate Issue Price of all the AB Shares in issue at the relevant time plus (iii) 1.75 x the aggregate Issue Price of all the AA Ordinary Shares in issue at the relevant time plus (iv) any Arrears (if any which will include any unpaid A Preferred Amount) on the A Ordinary Shares, the AA Ordinary Shares and the AB Ordinary Shares (as the case may be) due or declared but unpaid down to the date of the return of assets less any amount paid pursuant to Article 4.2.(b); or (B)on or after the sixth anniversary of the First Drawdown Completion Date, W is an amount equal to the sum of (i) 2 x the aggregate Issue Price of all the A Ordinary Shares in issue at the relevant time plus (ii) 2 x the aggregate Issue Price of all the AB Shares in issue at the relevant time plus (iii) 2.75 x the aggregate Issue Price of all the AA Ordinary Shares in issue at the relevant time plus (iv) any Arrears (if any) on the A Ordinary Shares, the AA Ordinary Shares and the AB Ordinary Shares (as the case may be) due or declared but unpaid down to the date of the return of assets less any amount paid pursuant to Article 4.2.(b), (in each case such aggregate amount being the "A Preferred Return")), to be distributed: (i) as to 0.0001% to the holders of the Ordinary Shares and AB Ordinary Shares pro-rata according to the number of Ordinary Shares and AB Ordinary Shares in issue held by them; and (ii) as to the balance to the holders of the A Ordinary Shares and the AA Ordinary Shares such that each holder of A Ordinary Shares in issue receives in respect of each A Ordinary Share held an amount equal to 1x (prior to the sixth anniversary of the Date of Adoption) or 2 x (on or after the sixth anniversary of the Date of Adoption) the Issue Price of such A Ordinary Share plus the Arrears on such A Ordinary Share and each holder of AA Ordinary Shares in issue receives in respect of each AA Ordinary Share held an amount equal to the sum of 1.75 x (prior to the sixth anniversary of the Date of Adoption) or 2.75 x (on or after the sixth anniversary of the Date of Adoption) the Issue Price of such AA Ordinary Share plus the Arrears plus to 1x (prior to the sixth anniversary of the Date of Adoption) or 2 x (on or after the sixth anniversary of the Date of Adoption) the Issue Price of an AB Ordinary Share plus the Arrears on such AB Ordinary Share (the average amount received per A Ordinary Share, AA Ordinary Share and AB Ordinary Share being the "A Share Preferred Return"), providing that, where there are insufficient Net Proceeds to pay the amounts under this Article 5.1(b), the Net Proceeds shall be distributed amongst the holders of A Ordinary Shares, AA Ordinary Shares, AB Ordinary Shares and Ordinary Shares pro rata to the amount they would otherwise have received hereunder; (c) third, in paying a sum equal to £X plus £100 (where X is an amount equal to the A Share Preferred Return multiplied by the number of Ordinary Shares in issue at the relevant time), to be distributed: (i) as to 0.0001% to the holders of the A Ordinary Shares, AA Ordinary Shares and the AB Ordinary Shares pro-rata according to the number of A Ordinary Shares, AA Ordinary Shares and AB Ordinary Shares held by them; and (ii) as to the balance to the holders of the Ordinary Shares such that each holder of Ordinary Shares receives in respect of each Ordinary Share held an amount equal to the A Share Preferred Return less any amount paid pursuant to Article 4.2.(c), providing that, where there are insufficient Net Proceeds to pay the amounts under this Article 5.1(c), the Net Proceeds shall be distributed amongst the holders of A Ordinary Shares, AA Ordinary Shares, AB Ordinary Shares and Ordinary Shares pro rata to the amount they would otherwise have received hereunder; (d) thereafter the balance of the Net Proceeds, if any, shall be distributed as to 0.0001% to the holders of the AA Ordinary Shares pro rata according to the number of AA Ordinary Shares held by each of them and as to the balance to the holders of the Ordinary Shares, A Ordinary Shares and AB Ordinary Shares (if any) on a pro-rata basis according to the number of such shares held by them as if they constituted one class of share immediately prior to the commencement of the winding up (in the case of a winding up) or the return of capital (in any other case), PROVIDED always that this Article 5 is subject to the limits in Article 9.

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SH01
Return of allotment of shares

Presenter information

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

Contact name S.GUY

Company name Ashfords LLP

Address Tower Wharf

Cheese Lane

Post town Bristol

County/Region Avon

Postcode B S 2 0 J J

Country UK

DX 151760 Bristol 30

Telephone 0117 3218000

Checklist

We may return the forms completed incorrectly or with information missing.

Please make sure you have remembered the following:

- ☐ The company name and number match the information held on the public Register.
- ☐ You have shown the date(s) of allotment in section 2.
- ☐ You have completed all appropriate share details in section 3.
- ☐ You have completed the 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.gov.uk/companieshouse or email enquiries@companieshouse.gov.uk

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