

SH06

Notice of cancellation of shares.

4

Statement of capital

Complete the table(s) below to show the issued share capital. It should reflect the company's share capital immediately following the cancellation.

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	Class of shares	Number of shares	Aggregate nominal value (£, €, \$, etc)	Total aggregate amount unpaid, if any (£, €, \$, etc)
Complete a separate table for each currency	E.g. Ordinary/Preference etc.		Number of shares issued multiplied by nominal value	Including both the nominal value and any share premium
Currency table A				
	SEE CONTINUATION SHEET			
Totals				
Currency table B				
Totals				
Currency table C				
Totals				
		Total number of shares	Total aggregate nominal value ^①	Total aggregate amount unpaid ^①
Totals (including continuation pages)		909,058	766.9192	0

① Please list total aggregate values in different currencies separately.
For example: £100 + €100 + \$10 etc.

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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	A ORDINARY SHARES	751,126	751.126	
GBP	B ORDINARY SHARES	66,515	6.6515	
GBP	C ORDINARY SHARES	27,359	2.7359	
GBP	A GROWTH SHARES	54,500	5.45	
GBP	B GROWTH SHARES	9,558	0.9558	
Totals		909,058	766.9192	0

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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 SHEET

Prescribed particulars

①

Class of share

Prescribed particulars

①

Class of share

Prescribed particulars

①

① Prescribed particulars of rights attached to shares

The particulars are:

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

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

Continuation pages

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:

 22ACE2453A964FF...

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.

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

Class of share	A ORDINARY SHARES	<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. <p>A separate table must be used for each class of share.</p>
Prescribed particulars	<p>DIVIDEND RIGHTS</p> <p>5.1 Subject to: (i) the Board recommending payment of the same and (ii) Investor Consent, any Available Profits which the Company may determine to distribute in respect of any financial year shall be distributed in the following order of priority:</p> <p>5.1.1 first, in paying to the holders of Preference Shares, in respect of each Preference Share held by them, any arrears or accruals of the Fixed Preference Dividend on such Preference Share (together with any interest thereon);</p> <p>5.1.2 second, in paying to the holders of Preference Shares in respect of that financial year, in respect of each Preference Share held by them, the Fixed Preference Dividend;</p> <p>5.1.3 third, any balance shall be apportioned amongst and paid to the holders of A Ordinary Shares, B Ordinary Shares and A Growth Shares pro rata to the respective Dividend Participation Percentages of the A Ordinary Shares, B Ordinary Shares and A Growth Shares held by each of them respectively.</p> <p>5.2 The Fixed Preference Dividend shall accrue daily and shall be payable on the last day in every financial year, the first such dividend on any Preference Share to be payable on the first of such payment dates falling after its date of issue, in respect of the period from the date of issue to that payment date.</p> <p>5.3 Any amounts in respect of the Fixed Preference Dividend not paid on the due date shall (whether or not there were available to the Company any distributable profits or other funds out of which the same could have been paid, and whether or not payment was prohibited or restricted by any provision in any Financing Documents or otherwise) be increased by an amount equivalent to interest thereon at 8 per cent per annum from and including the due date until the actual date of payment, such amount accruing daily and being compounded annually on the anniversary of the due date. Such interest having the effect of compounding and not being additional to other such compounding.</p>	

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

Class of share	A ORDINARY SHARES
Prescribed particulars	<p>5.4 The Company shall procure (so far as it is able) that each of its subsidiaries and each of its subsidiary undertakings which has Available Profits shall from time to time declare and pay to</p> <p>Statement of capital (prescribed particulars of rights attached to shares)</p> <p>the Company (or, as the case may be, the relevant Group Company that is its immediate holding company or parent undertaking) such dividends as are necessary to permit lawful and prompt payment by the Company of the distributions as set out in Article 5.1.</p> <p>5.5 Model Article 70(1) shall be amended by the insertion of the words "Subject to Articles 5.1 to 4.7 inclusive" at the start of that Model Article.</p> <p>5.6 Model Article 70(2) shall be amended by the insertion of the words "Subject to Articles 5.1 to 4.7 inclusive" at the start of that Model Article.</p> <p>5.7 Model Article 74 shall be amended by the insertion of the words "(other than in accordance with Article 5.3)" after the words "or other sum payable in respect of a share" and prior to the words "unless otherwise provided by".</p> <p>6. RETURN OF CAPITAL RIGHTS</p> <p>6.1 On a return of capital on liquidation or otherwise (the "Capital Return"), the surplus assets of the Company remaining after payment of its liabilities (the "Capital Surplus") shall be distributed as follows:</p> <p>6.1.1 first, to the holders of Preference Shares, until each holder of Preference Shares is allocated in aggregate an amount equal to the aggregate of:</p> <p>(a) the Issue Price of each Preference Share held by him;</p> <p>(b) any arrears or accruals of the Fixed Preference Dividend in respect of each Preference Share held by him (together with any interest on), calculated down to the date of the Capital Return, irrespective of whether such dividends have been earned or declared or not;</p> <p>6.1.2 second, 84.5% to the holders of A Ordinary Shares, B Ordinary Shares and C Ordinary Shares pro rata to their respective holdings of A Ordinary Shares, B Ordinary Shares and C Ordinary Shares (the "X Allocation") and 15.5% to the holders of C Ordinary Shares and B Growth Shares pro rata to the amount of their respective aggregate Priority Returns (the "Y Allocation") until either:</p>

① Prescribed particulars of rights attached to shares

The particulars are:

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

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

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

Class of share	A ORDINARY SHARES
Prescribed particulars	<p>(a) the holders of C Ordinary Shares are allocated in respect of each C Ordinary Share the C Ordinary Share Priority Return and the holders of B Growth Shares are allocated in respect of each B Growth Share the B Growth Share Priority Return, in each case from the Y Allocation (the "First Threshold"); or</p> <p>(b) the holders of A Ordinary Shares, B Ordinary Shares and C Ordinary Shares are allocated an amount in aggregate equal to the Total Ordinary Subscription Proceeds from the X Allocation (the "Second Threshold");</p> <p>6.1.3 third:</p> <p>(a) if the First Threshold applies, to the holders of A Ordinary Shares, B Ordinary Shares and C Ordinary Shares pro rata to their respective holdings of A Ordinary Shares, B Ordinary Shares and C Ordinary Shares until the aggregate amount allocated to them from the X Allocation and pursuant to this Article 6.1.3(a) is an amount equal to the Total Ordinary Subscription Proceeds; or</p> <p>(b) if the Second Threshold applies, to the holders of C Ordinary Shares and B Growth Shares pro rata to the amount of their respective aggregate Priority Returns until the aggregate amount allocated from the Y Allocation and pursuant to this Article 6.1.3(b) in respect of each C Ordinary Share is the C Ordinary Share Priority Return and in respect of each B Growth Share is the B Growth Share Priority Return; and</p> <p>6.1.4 fourth, any balance to the holders of Equity Shares in proportion to the numbers of Equity Shares held by each of them respectively (as if such shares constituted a single class).</p>

① Prescribed particulars of rights attached to shares

The particulars are:

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

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

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

Class of share	A ORDINARY SHARES	
Prescribed particulars	<p>7. VOTING RIGHTS</p> <p>7.1 The voting rights attached to each class of Shares shall be as set out in this Article:</p> <p>7.1.1 on a written resolution every Shareholder holding one or more A Ordinary Shares, B Ordinary Shares or C Ordinary Shares on the date on which the resolution is circulated as required by the Act shall, subject to sections 289 and 290 of the Act and these Articles, have one vote for each A Ordinary Share, one vote for each B Ordinary Share and one vote for each C Ordinary Share held by him; and</p> <p>7.1.2 on a resolution to be passed at a general meeting of the Company on a show of hands or a poll every Shareholder holding one or more A Ordinary Shares, B Ordinary Shares or C Ordinary Shares, who (being an individual) is present in person or by proxy or (being a corporation) is present by a duly authorised representative or by proxy, shall have one vote for each A Ordinary Share, one vote for each B Ordinary Share and one vote for each C Ordinary Share of which he is the holder.</p> <p>7.2 Notwithstanding any other provisions of these Articles, if at any time a Default Event has occurred and the Investors (by an Investor Direction) so direct, then:</p> <p>7.2.1 the B Ordinary Shares and C Ordinary Shares shall cease to entitle each holder thereof to vote on any written resolution of the Company or of the holders of any class of Shares, or to attend and vote (whether on a show of hands or on a poll) at any general meeting of the Company or at any separate class meeting; and</p> <p>7.2.2 subject to the provisions of Article 4, new shares in the Company may be issued, ranking ahead of or pari passu with any class of Shares, without the consent of the holders of the such class or classes of Shares.</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. <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) ^①

Class of share	A ORDINARY SHARES
Prescribed particulars	<p>7.3 The provisions of Article 7.2 shall continue for so long as the breach or failure giving rise to the Default Event subsists (and for this purpose no account shall be taken of any waiver given by any person in respect of any such breach or any standstill agreement or similar arrangement with any person) or until the Majority Investors confirm in writing that a Default Event shall be deemed to no longer subsist.</p> <p>7.4 For the avoidance of doubt, the provisions in Article 7.2 shall enable the holders of the Investor Shares in issue from time to time to:</p> <p>7.4.1 consent to the holding of a general meeting of the Company or a separate class meeting on short notice pursuant to the Act on the basis that such holders would constitute the only Shareholders who would be entitled to attend and vote at the general meeting and/or separate class meeting; and</p> <p>7.4.2 pass written resolutions of the Company and/or of the holders of any class of Shares in the Company pursuant to the Act, on the basis that such holders would constitute the only Shareholders who would be entitled to vote on such a written resolution, provided always that such actions do not have a Disproportionate Economic Effect in respect of the Shares held by Managers as compared to the Shares held by the Investors.</p> <p>7.5 The provisions of Article 7.6 shall apply (unless the Investors by an Investor Direction direct otherwise) if at any time:</p> <p>7.5.1 any Shareholder (other than an Investor) is, in the reasonable opinion of the Majority Investors, in material breach of any provision of any of the Equity Documents (without prejudice to the provisions of Article 11.3);</p> <p>7.5.2 any Group Company is entitled to terminate any contract of employment by reason of a repudiatory breach thereof by an employee who is a Shareholder or whose Permitted Transferee(s) are Shareholders or who is otherwise entitled to Shares held by a nominee or trustee on his behalf; or</p> <p>7.5.3 any person becomes a Leaver.</p>

① Prescribed particulars of rights attached to shares

The particulars are:

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

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

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

Class of share	A ORDINARY SHARES	<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. <p>A separate table must be used for each class of share.</p>
Prescribed particulars	<p>7.6 Notwithstanding any other provisions of these Articles, if the provisions of this Article apply:</p> <p>7.6.1 the Shares which any person referred to in Article 7.5 holds or to which he is entitled;</p> <p>7.6.2 any Shares formerly held by any person referred to in Article 7.5, which have been transferred either in breach of the provisions of these Articles or in accordance with Article 12 (Permitted Transfers); and</p> <p>7.6.3 any Shares formerly held by a Family Member of any person referred to in Article 7.5 or trustee of a Family Trust of such person, which have been transferred either in breach of the provisions of these Articles or in accordance with Article 12 (Permitted Transfers), shall immediately cease to entitle the holders thereof to vote on any written resolution of the Company or of the holders of any class of Shares in the Company and to attend and vote (whether on a show of hands or on a poll) at any general meeting of the Company or at any separate class meeting (including, for the avoidance of doubt, for the purposes of Articles 7.8 to 7.14 (inclusive)).</p> <p>7.7 The provisions of Article 7.6 shall continue:</p> <p>7.7.1 in the case of Article 7.5.1, for so long as such breach subsists (and for this purpose no account shall be taken of any waiver given by any person in respect of any such breach or any standstill agreement or similar arrangement with any person); or</p> <p>7.7.2 in the case of Articles 7.5.2 and 7.5.3, until such time as such person, and any Permitted Transferee of such person under Articles 12.1.1 or 12.1.2, ceases to be a Shareholder.</p> <p>7.8 The class rights attaching to the A Ordinary Shares may be varied or abrogated either with the consent in writing of the holders of at least 75% in number of the A Ordinary Shares (excluding any A Ordinary Shares held by a person who is at the relevant time a Leaver) who would have been entitled to vote at a separate meeting of the holders of A Ordinary Shares or with the sanction of a special resolution passed at a separate class meeting of the holders of the A Ordinary Shares. Any variation or abrogation which does not affect the class rights attaching to the A Ordinary Shares shall not require such consent.</p>	

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

Class of share	A ORDINARY SHARES
Prescribed particulars	<p>7.9 The class rights attaching to the B Ordinary Shares may be varied or abrogated either with the consent in writing of the holders of at least 75% in number of the B Ordinary Shares (excluding any B Ordinary Shares held by a person who is at the relevant time a Leaver) who would have been entitled to vote at a separate meeting of the holders of B Ordinary Shares or with the sanction of a special resolution passed at a separate class meeting of the holders of the B Ordinary Shares. Any variation or abrogation which does not affect the class rights attaching to the B Ordinary Shares shall not require such consent.</p> <p>7.10 The class rights attaching to the C Ordinary Shares may be varied or abrogated either with the consent in writing of the holders of at least 75% in number of the C Ordinary Shares (excluding any C Ordinary Shares held by a person who is at the relevant time a Leaver) who would have been entitled to vote at a separate meeting of the holders of C Ordinary Shares or with the sanction of a special resolution passed at a separate class meeting of the holders of the C Ordinary Shares. Any variation or abrogation which does not affect the class rights attaching to the C Ordinary Shares shall not require such consent.</p> <p>7.11 The class rights attaching to the A Growth Shares may be varied or abrogated either with the consent in writing of the holders of at least 75% in number of the A Growth Shares (excluding any A Growth Shares held by a person who is at the relevant time a Leaver) who would have been entitled to vote at a separate meeting of the holders of A Growth Shares or with the sanction of a special resolution passed at a separate class meeting of the holders of the A Growth Shares. Any variation or abrogation which does not affect the class rights attaching to the A Growth Shares shall not require such consent.</p>

① Prescribed particulars of rights attached to shares

The particulars are:

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

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

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

Class of share	A ORDINARY SHARES
Prescribed particulars	<p>7.12 The class rights attaching to the B Growth Shares may be varied or abrogated either with the consent in writing of the holders of at least 75% in number of the B Growth Shares (excluding any B Growth Shares held by a person who is at the relevant time a Leaver) who would have been entitled to vote at a separate meeting of the holders of B Growth Shares or with the sanction of a special resolution passed at a separate class meeting of the holders of the B Growth Shares. Any variation or abrogation which does not affect the class rights attaching to the B Growth Shares shall not require such consent.</p> <p>7.13 The class rights attaching to the C Growth Shares may be varied or abrogated either with the consent in writing of the holders of at least 75% in number of the C Growth Shares (excluding any C Growth Shares held by a person who is at the relevant time a Leaver) who would have been entitled to vote at a separate meeting of the holders of C Growth Shares or with the sanction of a special resolution passed at a separate class meeting of the holders of the C Growth Shares. Any variation or abrogation which does not affect the class rights attaching to the C Growth Shares shall not require such consent.</p> <p>7.14 The class rights attaching to the Preference Shares may be varied or abrogated either with the consent in writing of the holders of at least 75% in number of the Preference Shares (excluding any Preference Shares held by a person who is at the relevant time a Leaver) who would have been entitled to vote at a separate meeting of the holders of Preference Shares or with the sanction of a special resolution passed at a separate class meeting of the holders of the Preference Shares. Any variation or abrogation which does not affect the class rights attaching to the Preference Shares shall not require such consent.</p> <p>7.15 Unless otherwise expressly provided by the terms of issue, the rights attaching to any class of Shares shall not be deemed to be varied or abrogated by:</p>

① Prescribed particulars of rights attached to shares

The particulars are:

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

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

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

Class of share	A ORDINARY SHARES
Prescribed particulars	<p>7.15.1 the creation, allotment or issue of further Shares or Securities convertible into Shares, ranking subsequent to, pari passu with, or in priority to them, subject to Article 4 (Share Issues), or the issue of any Securities by any Group Company to another Group Company, or the purchase or redemption by the Company of its own Shares in accordance with the Act and the Investment Agreement; or</p> <p>7.15.2 any alteration to these Articles made conditional upon, or otherwise in connection with, a Sale, a Listing, a Reorganisation or in connection with any matter referred to in Article 7.15.1.</p> <p>7.16 Notwithstanding any other provision in these Articles, if a Default Event has occurred the rights attaching to any of the Manager Shares as a class or separate classes may be varied by a special resolution of the Company in a general meeting or by a written resolution signed by the holders of 75 per cent in number of the Shares in issue at the relevant time (including Preference Shares but excluding any Equity Shares held by a person who is at that time a Leaver) provided that:</p> <p>7.16.1 such amendments to the rights attaching to the all or any of the Manager Shares do not have a Disproportionate Economic Effect in respect of the Shares held by Managers as compared to the Shares held by the Investors; and</p> <p>7.16.2 such amendments do not change the practical effect of the provisions of Article 13 (Leavers), Article 14 (Drag Along) and Article 15 (Tag Along) in so far as they apply to the Manager Shares and Article 12 (Permitted Transfers) as they apply to the Investors.</p> <p>8. REDEMPTION RIGHTS</p> <p>8.1 The Preference Shares, subject to any restrictions set out in the Act and the remaining provisions of this Article 8 and Article 26 (Overriding Provisions), may be redeemed by the Company if so directed by an Investor Direction.</p>

① Prescribed particulars of rights attached to shares

The particulars are:

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

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

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

Class of share	A ORDINARY SHARES	
Prescribed particulars	<p>8.2 Where Preference Shares are to be redeemed in accordance with Article 8.1, the Company shall give to the holders of the Preference Shares falling to be redeemed prior notice in writing of the redemption (a "Company Redemption Notice"). The Company Redemption Notice shall specify the particular Preference Shares to be redeemed and the date fixed for redemption (which, in the case of a redemption immediately prior to an Exit, shall be the expected date for redemption) and shall be given not less than 20 nor more than 28 Business Days prior to the date fixed for redemption. In the case of a redemption immediately prior to an Exit, the Company Redemption Notice shall be conditional on such Exit occurring within one month of the date fixed for redemption, failing which the Company Redemption Notice shall be revoked.</p> <p>8.3 If the Company is unable, because of having insufficient Available Profits or because of the provisions of Article 26 (Overriding Provisions), to redeem in full the relevant number of Preference Shares on the date fixed for redemption, the Company shall redeem as many of such Preference Shares as can lawfully and properly be redeemed and the Company shall redeem the balance as soon as it is lawfully and properly able to do so. The Fixed Preference Dividend shall continue to accrue on the balance of those Preference Shares until such date of redemption.</p> <p>8.4 If the Company is at any time redeeming fewer than all the Preference Shares from time to time in issue, the number of Shares to be redeemed shall (subject to any contrary requirement in a Shareholder Redemption Notice) be apportioned between those holders of the Preference Shares then in issue pro rata according to the number of Preference Shares held by them respectively at the date fixed for redemption.</p> <p>8.5 On the date fixed for redemption, each of the holders of the Preference Shares falling to be redeemed shall be bound to deliver to the Company, at the Company's registered office, the certificate(s) for such Preference Shares (or an indemnity, in a form reasonably satisfactory to the Board, in respect of any lost certificate) in order that the same may be cancelled. Upon such delivery, the Company shall pay to the holder (or, in the case of any joint holders, to the holder whose name stands first in the Company's register of members in respect of such Shares) the amount due to it in respect of such redemption against delivery of a proper receipt for the redemption monies.</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. <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) ^①

Class of share	A ORDINARY SHARES
Prescribed particulars	<p>8.6 If any certificate delivered to the Company pursuant to Article 8.5 includes any Preference Shares not falling to be redeemed on the date fixed for redemption, a new certificate in respect of those Shares shall be issued to the holder(s) thereof as soon as practicable thereafter (and, in any event, within 20 Business Days thereafter).</p> <p>8.7 There shall be paid on the redemption of each Preference Share an amount equal to:</p> <p>8.7.1 100% of the Issue Price thereof; and</p> <p>8.7.2 all accruals and/or unpaid amounts of Fixed Preference Dividend (plus any interest thereon) in respect thereof, calculated down to and including the date of actual payment and such aggregate amount shall, subject to the Company having Available Profits or other monies which may be lawfully applied for such redemption, at that time become a debt due from and immediately payable by the Company to the holders of such Preference Shares.</p> <p>9. RIGHTS ON EXIT</p> <p>9.1 In the event of a Sale then, notwithstanding anything to the contrary in the terms and conditions governing such Sale, upon an Investor Direction, the selling Shareholders immediately prior to such Sale shall procure that the consideration (whenever received) shall be placed in a designated trustee account and shall be distributed amongst such selling Shareholders in such amounts and in such order of priority as would be applicable on a return of capital pursuant to Article 6 (Return of Capital Rights).</p> <p>9.2 In the event of a Listing, the Shares of each class shall, on the occurrence of such Listing, automatically be consolidated and/or subdivided and then redesignated into such number of Listing Shares and (if required) Deferred Shares as shall result in the aggregate value of such Shares being equal to the aggregate value as would have been received in respect of that class of Shares on a return of capital under Article 6 (Return of Capital Rights) on the basis that the Listing Shares are valued at the Listing Price and the Deferred Shares are valued at zero. The Listing Shares and the Deferred Shares shall be apportioned between the holders of the relevant class of Shares pro rata to the number of Shares of that class held by them (with fractional entitlements being dealt with as the Directors may deem to be appropriate).</p>

① Prescribed particulars of rights attached to shares

The particulars are:

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

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

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

Class of share	A ORDINARY SHARES
Prescribed particulars	<p>9.3 Any consolidation, subdivision and/or redesignation of Shares pursuant to Article 9.2 shall be made on the following terms:</p> <p>9.3.1 the consolidation, subdivision and/or redesignation shall take effect immediately prior to and conditional upon the occurrence of the relevant Listing at no cost to the holders of the Shares to be consolidated, subdivided and/or redesignated; and</p> <p>9.3.2 the Company shall issue to the relevant shareholders new certificates for the Listing Shares and Deferred Shares (save for any Deferred Shares which have been bought back within 2 months of conversion in accordance with Article 9.5) resulting from the consolidation, subdivision and/or redesignation.</p> <p>9.4 Following any conversion of Shares pursuant to Article 9.2, the Company shall procure that all necessary steps are taken to ensure that such conversion is documented accurately and all filings and any other relevant formalities are complied with. Any resolution of the Shareholders which the Board (with Investor Consent) considers to be necessary or desirable to give effect to the pre-Listing reorganisation contemplated in Article 9.2 shall not constitute a variation of the rights attaching to any class of Shares.</p> <p>9.5 Any Deferred Shares shall (if the Board so resolves) at any time, and from time to time, either be transferred to a person nominated by the Board or (subject to the Act) be purchased by the Company in each case for an aggregate amount of £1 for all Deferred Shares then in issue.</p> <p>9.6 In the event of a Listing, it is anticipated and agreed that, with effect on the occurrence of such Listing and following the consolidation, subdivision and/or redesignation pursuant to Article 9.2, new articles of association containing such provisions as are confirmed by the Company's legal counsel as customary for the articles of association of a listed company and which are approved by the Board (with Investor Consent) and Shareholders by written resolution or in general meeting shall be adopted as the articles of association of the Company in substitution for, and to the exclusion of, these Articles. Any adoption of new articles of association in accordance with this Article 9.6 shall not constitute a variation of the rights attaching to any class of Shares.</p>

① Prescribed particulars of rights attached to shares

The particulars are:

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

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

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Notice of cancellation of shares

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

Class of share	B ORDINARY SHARES
Prescribed particulars	<p>DIVIDEND RIGHTS</p> <p>5.1 Subject to: (i) the Board recommending payment of the same and (ii) Investor Consent, any Available Profits which the Company may determine to distribute in respect of any financial year shall be distributed in the following order of priority:</p> <p>5.1.1 first, in paying to the holders of Preference Shares, in respect of each Preference Share held by them, any arrears or accruals of the Fixed Preference Dividend on such Preference Share (together with any interest thereon);</p> <p>5.1.2 second, in paying to the holders of Preference Shares in respect of that financial year, in respect of each Preference Share held by them, the Fixed Preference Dividend;</p> <p>5.1.3 third, any balance shall be apportioned amongst and paid to the holders of A Ordinary Shares, B Ordinary Shares and A Growth Shares pro rata to the respective Dividend Participation Percentages of the A Ordinary Shares, B Ordinary Shares and A Growth Shares held by each of them respectively.</p> <p>5.2 The Fixed Preference Dividend shall accrue daily and shall be payable on the last day in every financial year, the first such dividend on any Preference Share to be payable on the first of such payment dates falling after its date of issue, in respect of the period from the date of issue to that payment date.</p> <p>5.3 Any amounts in respect of the Fixed Preference Dividend not paid on the due date shall (whether or not there were available to the Company any distributable profits or other funds out of which the same could have been paid, and whether or not payment was prohibited or restricted by any provision in any Financing Documents or otherwise) be increased by an amount equivalent to interest thereon at 8 per cent per annum from and including the due date until the actual date of payment, such amount accruing daily and being compounded annually on the anniversary of the due date. Such interest having the effect of compounding and not being additional to other such compounding.</p>

① Prescribed particulars of rights attached to shares

The particulars are:

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

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

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Statement of capital (prescribed particulars of rights attached to shares) ①

Class of share	B ORDINARY SHARES
Prescribed particulars	<p>5.4 The Company shall procure (so far as it is able) that each of its subsidiaries and each of its subsidiary undertakings which has Available Profits shall from time to time declare and pay to the Company (or, as the case may be, the relevant Group Company that is its immediate holding company or parent undertaking) such dividends as are necessary to permit lawful and prompt payment by the Company of the distributions as set out in Article 5.1.</p> <p>5.5 Model Article 70(1) shall be amended by the insertion of the words "Subject to Articles 5.1 to 4.7 inclusive" at the start of that Model Article.</p> <p>5.6 Model Article 70(2) shall be amended by the insertion of the words "Subject to Articles 5.1 to 4.7 inclusive" at the start of that Model Article.</p> <p>5.7 Model Article 74 shall be amended by the insertion of the words "(other than in accordance with Article 5.3)" after the words "or other sum payable in respect of a share" and prior to the words "unless otherwise provided by".</p> <p>6. RETURN OF CAPITAL RIGHTS</p> <p>6.1 On a return of capital on liquidation or otherwise (the "Capital Return"), the surplus assets of the Company remaining after payment of its liabilities (the "Capital Surplus") shall be distributed as follows:</p> <p>6.1.1 first, to the holders of Preference Shares, until each holder of Preference Shares is allocated in aggregate an amount equal to the aggregate of:</p> <p>(a) the Issue Price of each Preference Share held by him;</p> <p>(b) any arrears or accruals of the Fixed Preference Dividend in respect of each Preference Share held by him (together with any interest on), calculated down to the date of the Capital Return, irrespective of whether such dividends have been earned or declared or not;</p> <p>6.1.2 second, 84.5% to the holders of A Ordinary Shares, B Ordinary Shares and C Ordinary Shares pro rata to their respective holdings of A Ordinary Shares, B Ordinary Shares and C Ordinary Shares (the "X Allocation") and 15.5% to the holders of C Ordinary Shares and B Growth Shares pro rata to the amount of their respective aggregate Priority Returns (the "Y Allocation") until either:</p>

① Prescribed particulars of rights attached to shares

The particulars are:

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

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

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

Class of share	B ORDINARY SHARES	<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. <p>A separate table must be used for each class of share.</p>
Prescribed particulars	<p>(a) the holders of C Ordinary Shares are allocated in respect of each C Ordinary Share the C Ordinary Share Priority Return and the holders of B Growth Shares are allocated in respect of each B Growth Share the B Growth Share Priority Return, in each case from the Y Allocation (the "First Threshold"); or</p> <p>(b) the holders of A Ordinary Shares, B Ordinary Shares and C Ordinary Shares are allocated an amount in aggregate equal to the Total Ordinary Subscription Proceeds from the X Allocation (the "Second Threshold");</p> <p>6.1.3 third:</p> <p>(a) if the First Threshold applies, to the holders of A Ordinary Shares, B Ordinary Shares and C Ordinary Shares pro rata to their respective holdings of A Ordinary Shares, B Ordinary Shares and C Ordinary Shares until the aggregate amount allocated to them from the X Allocation and pursuant to this Article 6.1.3(a) is an amount equal to the Total Ordinary Subscription Proceeds; or</p> <p>(b) if the Second Threshold applies, to the holders of C Ordinary Shares and B Growth Shares pro rata to the amount of their respective aggregate Priority Returns until the aggregate amount allocated from the Y Allocation and pursuant to this Article 6.1.3(b) in respect of each C Ordinary Share is the C Ordinary Share Priority Return and in respect of each B Growth Share is the B Growth Share Priority Return; and</p> <p>6.1.4 fourth, any balance to the holders of Equity Shares in proportion to the numbers of Equity Shares held by each of them respectively (as if such shares constituted a single class).</p>	

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

Class of share	B ORDINARY SHARES
Prescribed particulars	<p>7. VOTING RIGHTS</p> <p>7.1 The voting rights attached to each class of Shares shall be as set out in this Article:</p> <p>7.1.1 on a written resolution every Shareholder holding one or more A Ordinary Shares, B Ordinary Shares or C Ordinary Shares on the date on which the resolution is circulated as required by the Act shall, subject to sections 289 and 290 of the Act and these Articles, have one vote for each A Ordinary Share, one vote for each B Ordinary Share and one vote for each C Ordinary Share held by him; and</p> <p>7.1.2 on a resolution to be passed at a general meeting of the Company on a show of hands or a poll every Shareholder holding one or more A Ordinary Shares, B Ordinary Shares or C Ordinary Shares, who (being an individual) is present in person or by proxy or (being a corporation) is present by a duly authorised representative or by proxy, shall have one vote for each A Ordinary Share, one vote for each B Ordinary Share and one vote for each C Ordinary Share of which he is the holder.</p> <p>7.2 Notwithstanding any other provisions of these Articles, if at any time a Default Event has occurred and the Investors (by an Investor Direction) so direct, then:</p> <p>7.2.1 the B Ordinary Shares and C Ordinary Shares shall cease to entitle each holder thereof to vote on any written resolution of the Company or of the holders of any class of Shares, or to attend and vote (whether on a show of hands or on a poll) at any general meeting of the Company or at any separate class meeting; and</p> <p>7.2.2 subject to the provisions of Article 4, new shares in the Company may be issued, ranking ahead of or pari passu with any class of Shares, without the consent of the holders of the such class or classes of Shares.</p>

① Prescribed particulars of rights attached to shares

The particulars are:

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

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

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

Class of share	B ORDINARY SHARES
Prescribed particulars	<p>7.3 The provisions of Article 7.2 shall continue for so long as the breach or failure giving rise to the Default Event subsists (and for this purpose no account shall be taken of any waiver given by any person in respect of any such breach or any standstill agreement or similar arrangement with any person) or until the Majority Investors confirm in writing that a Default Event shall be deemed to no longer subsist.</p> <p>7.4 For the avoidance of doubt, the provisions in Article 7.2 shall enable the holders of the Investor Shares in issue from time to time to:</p> <p>7.4.1 consent to the holding of a general meeting of the Company or a separate class meeting on short notice pursuant to the Act on the basis that such holders would constitute the only Shareholders who would be entitled to attend and vote at the general meeting and/or separate class meeting; and</p> <p>7.4.2 pass written resolutions of the Company and/or of the holders of any class of Shares in the Company pursuant to the Act, on the basis that such holders would constitute the only Shareholders who would be entitled to vote on such a written resolution, provided always that such actions do not have a Disproportionate Economic Effect in respect of the Shares held by Managers as compared to the Shares held by the Investors.</p> <p>7.5 The provisions of Article 7.6 shall apply (unless the Investors by an Investor Direction direct otherwise) if at any time:</p> <p>7.5.1 any Shareholder (other than an Investor) is, in the reasonable opinion of the Majority Investors, in material breach of any provision of any of the Equity Documents (without prejudice to the provisions of Article 11.3);</p> <p>7.5.2 any Group Company is entitled to terminate any contract of employment by reason of a repudiatory breach thereof by an employee who is a Shareholder or whose Permitted Transferee(s) are Shareholders or who is otherwise entitled to Shares held by a nominee or trustee on his behalf; or</p> <p>7.5.3 any person becomes a Leaver.</p> <p>7.6 Notwithstanding any other provisions of these Articles, if the provisions of this Article apply:</p> <p>7.6.1 the Shares which any person referred to in Article 7.5 holds or to which he is entitled;</p> <p>7.6.2 any Shares formerly held by any person referred to in Article 7.5, which have been transferred either in breach of the provisions of these Articles or in accordance with Article 12 (Permitted Transfers); and</p>

① Prescribed particulars of rights attached to shares

The particulars are:

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

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

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

Class of share	B ORDINARY SHARES	<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. <p>A separate table must be used for each class of share.</p>
Prescribed particulars	<p>7.6.3 any Shares formerly held by a Family Member of any person referred to in Article 7.5 or trustee of a Family Trust of such person, which have been transferred either in breach of the provisions of these Articles or in accordance with Article 12 (Permitted Transfers), shall immediately cease to entitle the holders thereof to vote on any written resolution of the Company or of the holders of any class of Shares in the Company and to attend and vote (whether on a show of hands or on a poll) at any general meeting of the Company or at any separate class meeting (including, for the avoidance of doubt, for the purposes of Articles 7.8 to 7.14 (inclusive)).</p> <p>7.7 The provisions of Article 7.6 shall continue:</p> <p>7.7.1 in the case of Article 7.5.1, for so long as such breach subsists (and for this purpose no account shall be taken of any waiver given by any person in respect of any such breach or any standstill agreement or similar arrangement with any person); or</p> <p>7.7.2 in the case of Articles 7.5.2 and 7.5.3, until such time as such person, and any Permitted Transferee of such person under Articles 12.1.1 or 12.1.2, ceases to be a Shareholder.</p> <p>7.8 The class rights attaching to the A Ordinary Shares may be varied or abrogated either with the consent in writing of the holders of at least 75% in number of the A Ordinary Shares (excluding any A Ordinary Shares held by a person who is at the relevant time a Leaver) who would have been entitled to vote at a separate meeting of the holders of A Ordinary Shares or with the sanction of a special resolution passed at a separate class meeting of the holders of the A Ordinary Shares. Any variation or abrogation which does not affect the class rights attaching to the A Ordinary Shares shall not require such consent.</p>	

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Notice of cancellation of shares

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

Class of share	B ORDINARY SHARES
Prescribed particulars	<p>7.9 The class rights attaching to the B Ordinary Shares may be varied or abrogated either with the consent in writing of the holders of at least 75% in number of the B Ordinary Shares (excluding any B Ordinary Shares held by a person who is at the relevant time a Leaver) who would have been entitled to vote at a separate meeting of the holders of B Ordinary Shares or with the sanction of a special resolution passed at a separate class meeting of the holders of the B Ordinary Shares. Any variation or abrogation which does not affect the class rights attaching to the B Ordinary Shares shall not require such consent.</p> <p>7.10 The class rights attaching to the C Ordinary Shares may be varied or abrogated either with the consent in writing of the holders of at least 75% in number of the C Ordinary Shares (excluding any C Ordinary Shares held by a person who is at the relevant time a Leaver) who would have been entitled to vote at a separate meeting of the holders of C Ordinary Shares or with the sanction of a special resolution passed at a separate class meeting of the holders of the C Ordinary Shares. Any variation or abrogation which does not affect the class rights attaching to the C Ordinary Shares shall not require such consent.</p> <p>7.11 The class rights attaching to the A Growth Shares may be varied or abrogated either with the consent in writing of the holders of at least 75% in number of the A Growth Shares (excluding any A Growth Shares held by a person who is at the relevant time a Leaver) who would have been entitled to vote at a separate meeting of the holders of A Growth Shares or with the sanction of a special resolution passed at a separate class meeting of the holders of the A Growth Shares. Any variation or abrogation which does not affect the class rights attaching to the A Growth Shares shall not require such consent.</p>

① Prescribed particulars of rights attached to shares

The particulars are:

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

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

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

Class of share	B ORDINARY SHARES
Prescribed particulars	<p>7.12 The class rights attaching to the B Growth Shares may be varied or abrogated either with the consent in writing of the holders of at least 75% in number of the B Growth Shares (excluding any B Growth Shares held by a person who is at the relevant time a Leaver) who would have been entitled to vote at a separate meeting of the holders of B Growth Shares or with the sanction of a special resolution passed at a separate class meeting of the holders of the B Growth Shares. Any variation or abrogation which does not affect the class rights attaching to the B Growth Shares shall not require such consent.</p> <p>7.13 The class rights attaching to the C Growth Shares may be varied or abrogated either with the consent in writing of the holders of at least 75% in number of the C Growth Shares (excluding any C Growth Shares held by a person who is at the relevant time a Leaver) who would have been entitled to vote at a separate meeting of the holders of C Growth Shares or with the sanction of a special resolution passed at a separate class meeting of the holders of the C Growth Shares. Any variation or abrogation which does not affect the class rights attaching to the C Growth Shares shall not require such consent.</p> <p>7.14 The class rights attaching to the Preference Shares may be varied or abrogated either with the consent in writing of the holders of at least 75% in number of the Preference Shares (excluding any Preference Shares held by a person who is at the relevant time a Leaver) who would have been entitled to vote at a separate meeting of the holders of Preference Shares or with the sanction of a special resolution passed at a separate class meeting of the holders of the Preference Shares. Any variation or abrogation which does not affect the class rights attaching to the Preference Shares shall not require such consent.</p> <p>7.15 Unless otherwise expressly provided by the terms of issue, the rights attaching to any class of Shares shall not be deemed to be varied or abrogated by:</p>

① Prescribed particulars of rights attached to shares

The particulars are:

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

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

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

Class of share	B ORDINARY SHARES	<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. <p>A separate table must be used for each class of share.</p>
Prescribed particulars	<p>7.15.1 the creation, allotment or issue of further Shares or Securities convertible into Shares, ranking subsequent to, pari passu with, or in priority to them, subject to Article 4 (Share Issues), or the issue of any Securities by any Group Company to another Group Company, or the purchase or redemption by the Company of its own Shares in accordance with the Act and the Investment Agreement; or</p> <p>7.15.2 any alteration to these Articles made conditional upon, or otherwise in connection with, a Sale, a Listing, a Reorganisation or in connection with any matter referred to in Article 7.15.1.</p> <p>7.16 Notwithstanding any other provision in these Articles, if a Default Event has occurred the rights attaching to any of the Manager Shares as a class or separate classes may be varied by a special resolution of the Company in a general meeting or by a written resolution signed by the holders of 75 per cent in number of the Shares in issue at the relevant time (including Preference Shares but excluding any Equity Shares held by a person who is at that time a Leaver) provided that:</p> <p>7.16.1 such amendments to the rights attaching to the all or any of the Manager Shares do not have a Disproportionate Economic Effect in respect of the Shares held by Managers as compared to the Shares held by the Investors; and</p> <p>7.16.2 such amendments do not change the practical effect of the provisions of Article 13 (Leavers), Article 14 (Drag Along) and Article 15 (Tag Along) in so far as they apply to the Manager Shares and Article 12 (Permitted Transfers) as they apply to the Investors.</p> <p>8. REDEMPTION RIGHTS</p> <p>8.1 The Preference Shares, subject to any restrictions set out in the Act and the remaining provisions of this Article 8 and Article 26 (Overriding Provisions), may be redeemed by the Company if so directed by an Investor Direction.</p>	

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

Class of share	B ORDINARY SHARES
Prescribed particulars	<p>8.2 Where Preference Shares are to be redeemed in accordance with Article 8.1, the Company shall give to the holders of the Preference Shares falling to be redeemed prior notice in writing of the redemption (a "Company Redemption Notice"). The Company Redemption Notice shall specify the particular Preference Shares to be redeemed and the date fixed for redemption (which, in the case of a redemption immediately prior to an Exit, shall be the expected date for redemption) and shall be given not less than 20 nor more than 28 Business Days prior to the date fixed for redemption. In the case of a redemption immediately prior to an Exit, the Company Redemption Notice shall be conditional on such Exit occurring within one month of the date fixed for redemption, failing which the Company Redemption Notice shall be revoked.</p> <p>8.3 If the Company is unable, because of having insufficient Available Profits or because of the provisions of Article 26 (Overriding Provisions), to redeem in full the relevant number of Preference Shares on the date fixed for redemption, the Company shall redeem as many of such Preference Shares as can lawfully and properly be redeemed and the Company shall redeem the balance as soon as it is lawfully and properly able to do so. The Fixed Preference Dividend shall continue to accrue on the balance of those Preference Shares until such date of redemption.</p> <p>8.4 If the Company is at any time redeeming fewer than all the Preference Shares from time to time in issue, the number of Shares to be redeemed shall (subject to any contrary requirement in a Shareholder Redemption Notice) be apportioned between those holders of the Preference Shares then in issue pro rata according to the number of Preference Shares held by them respectively at the date fixed for redemption.</p>

- ① Prescribed particulars of rights attached to shares**
The particulars are:
- particulars of any voting rights, including rights that arise only in certain circumstances;
 - particulars of any rights, as respects dividends, to participate in a distribution;
 - particulars of any rights, as respects capital, to participate in a distribution (including on winding up); and
 - whether the shares are to be redeemed or are liable to be redeemed at the option of the company or the shareholder.
- A separate table must be used for each class of share.

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

Class of share	B ORDINARY SHARES
Prescribed particulars	<p>8.5 On the date fixed for redemption, each of the holders of the Preference Shares falling to be redeemed shall be bound to deliver to the Company, at the Company's registered office, the certificate(s) for such Preference Shares (or an indemnity, in a form reasonably satisfactory to the Board, in respect of any lost certificate) in order that the same may be cancelled. Upon such delivery, the Company shall pay to the holder (or, in the case of any joint holders, to the holder whose name stands first in the Company's register of members in respect of such Shares) the amount due to it in respect of such redemption against delivery of a proper receipt for the redemption monies.</p> <p>8.6 If any certificate delivered to the Company pursuant to Article 8.5 includes any Preference Shares not falling to be redeemed on the date fixed for redemption, a new certificate in respect of those Shares shall be issued to the holder(s) thereof as soon as practicable thereafter (and, in any event, within 20 Business Days thereafter).</p> <p>8.7 There shall be paid on the redemption of each Preference Share an amount equal to:</p> <p>8.7.1 100% of the Issue Price thereof; and</p> <p>8.7.2 all accruals and/or unpaid amounts of Fixed Preference Dividend (plus any interest thereon) in respect thereof, calculated down to and including the date of actual payment and such aggregate amount shall, subject to the Company having Available Profits or other monies which may be lawfully applied for such redemption, at that time become a debt due from and immediately payable by the Company to the holders of such Preference Shares.</p> <p>9. RIGHTS ON EXIT</p> <p>9.1 In the event of a Sale then, notwithstanding anything to the contrary in the terms and conditions governing such Sale, upon an Investor Direction, the selling Shareholders immediately prior to such Sale shall procure that the consideration (whenever received) shall be placed in a designated trustee account and shall be distributed amongst such selling Shareholders in such amounts and in such order of priority as would be applicable on a return of capital pursuant to Article 6 (Return of Capital Rights).</p>

① Prescribed particulars of rights attached to shares

The particulars are:

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

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

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

Class of share	B ORDINARY SHARES
Prescribed particulars	<p>9.2 In the event of a Listing, the Shares of each class shall, on the occurrence of such Listing, automatically be consolidated and/or subdivided and then redesignated into such number of Listing Shares and (if required) Deferred Shares as shall result in the aggregate value of such Shares being equal to the aggregate value as would have been received in respect of that class of Shares on a return of capital under Article 6 (Return of Capital Rights) on the basis that the Listing Shares are valued at the Listing Price and the Deferred Shares are valued at zero. The Listing Shares and the Deferred Shares shall be apportioned between the holders of the relevant class of Shares pro rata to the number of Shares of that class held by them (with fractional entitlements being dealt with as the Directors may deem to be appropriate).</p> <p>9.3 Any consolidation, subdivision and/or redesignation of Shares pursuant to Article 9.2 shall be made on the following terms:</p> <p>9.3.1 the consolidation, subdivision and/or redesignation shall take effect immediately prior to and conditional upon the occurrence of the relevant Listing at no cost to the holders of the Shares to be consolidated, subdivided and/or redesignated; and</p> <p>9.3.2 the Company shall issue to the relevant shareholders new certificates for the Listing Shares and Deferred Shares (save for any Deferred Shares which have been bought back within 2 months of conversion in accordance with Article 9.5) resulting from the consolidation, subdivision and/or redesignation.</p> <p>9.4 Following any conversion of Shares pursuant to Article 9.2, the Company shall procure that all necessary steps are taken to ensure that such conversion is documented accurately and all filings and any other relevant formalities are complied with. Any resolution of the Shareholders which the Board (with Investor Consent) considers to be necessary or desirable to give effect to the pre-Listing reorganisation contemplated in Article 9.2 shall not constitute a variation of the rights attaching to any class of Shares.</p> <p>9.5 Any Deferred Shares shall (if the Board so resolves) at any time, and from time to time, either be transferred to a person nominated by the Board or (subject to the Act) be purchased by the Company in each case for an aggregate amount of £1 for all Deferred Shares then in issue.</p> <p>9.6 In the event of a Listing, it is anticipated and agreed that, with effect on the occurrence of such Listing and following the consolidation, subdivision and/or redesignation pursuant to Article 9.2, new articles of association containing such provisions as are confirmed by the Company's legal counsel as customary for the articles of association of a listed company and which are approved by the Board (with Investor Consent) and Shareholders by written resolution or in general meeting shall be adopted as the</p>

① Prescribed particulars of rights attached to shares

The particulars are:

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

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

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

Class of share	B ORDINARY SHARES	<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. <p>A separate table must be used for each class of share.</p>
Prescribed particulars	<p>articles of association of the Company in substitution for, and to the exclusion of, these Articles. Any adoption of new articles of association in accordance with this Article 9.6 shall not constitute a variation of the rights attaching to any class of Shares.</p>	

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

Class of share	C ORDINARY SHARES
Prescribed particulars	<p>DIVIDEND RIGHTS</p> <p>5.1 Subject to: (i) the Board recommending payment of the same and (ii) Investor Consent, any Available Profits which the Company may determine to distribute in respect of any financial year shall be distributed in the following order of priority:</p> <p>5.1.1 first, in paying to the holders of Preference Shares, in respect of each Preference Share held by them, any arrears or accruals of the Fixed Preference Dividend on such Preference Share (together with any interest thereon);</p> <p>5.1.2 second, in paying to the holders of Preference Shares in respect of that financial year, in respect of each Preference Share held by them, the Fixed Preference Dividend;</p> <p>5.1.3 third, any balance shall be apportioned amongst and paid to the holders of A Ordinary Shares, B Ordinary Shares and A Growth Shares pro rata to the respective Dividend Participation Percentages of the A Ordinary Shares, B Ordinary Shares and A Growth Shares held by each of them respectively.</p> <p>5.2 The Fixed Preference Dividend shall accrue daily and shall be payable on the last day in every financial year, the first such dividend on any Preference Share to be payable on the first of such payment dates falling after its date of issue, in respect of the period from the date of issue to that payment date.</p> <p>5.3 Any amounts in respect of the Fixed Preference Dividend not paid on the due date shall (whether or not there were available to the Company any distributable profits or other funds out of which the same could have been paid, and whether or not payment was prohibited or restricted by any provision in any Financing Documents or otherwise) be increased by an amount equivalent to interest thereon at 8 per cent per annum from and including the due date until the actual date of payment, such amount accruing daily and being compounded annually on the anniversary of the due date. Such interest having the effect of compounding and not being additional to other such compounding.</p>

① Prescribed particulars of rights attached to shares

The particulars are:

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

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

5	Statement of capital (prescribed particulars of rights attached to shares) ^①	
Class of share	C ORDINARY SHARES	
Prescribed particulars	<p>5.4 The Company shall procure (so far as it is able) that each of its subsidiaries and each of its subsidiary undertakings which has Available Profits shall from time to time declare and pay to the Company (or, as the case may be, the relevant Group Company that is its immediate holding company or parent undertaking) such dividends as are necessary to permit lawful and prompt payment by the Company of the distributions as set out in Article 5.1.</p> <p>5.5 Model Article 70(1) shall be amended by the insertion of the words "Subject to Articles 5.1 to 4.7 inclusive" at the start of that Model Article.</p> <p>5.6 Model Article 70(2) shall be amended by the insertion of the words "Subject to Articles 5.1 to 4.7 inclusive" at the start of that Model Article.</p> <p>5.7 Model Article 74 shall be amended by the insertion of the words "(other than in accordance with Article 5.3)" after the words "or other sum payable in respect of a share" and prior to the words "unless otherwise provided by".</p> <p>6. RETURN OF CAPITAL RIGHTS</p> <p>6.1 On a return of capital on liquidation or otherwise (the "Capital Return"), the surplus assets of the Company remaining after payment of its liabilities (the "Capital Surplus") shall be distributed as follows:</p> <p>6.1.1 first, to the holders of Preference Shares, until each holder of Preference Shares is allocated in aggregate an amount equal to the aggregate of:</p> <p>(a) the Issue Price of each Preference Share held by him;</p> <p>(b) any arrears or accruals of the Fixed Preference Dividend in respect of each Preference Share held by him (together with any interest on), calculated down to the date of the Capital Return, irrespective of whether such dividends have been earned or declared or not;</p> <p>6.1.2 second, 84.5% to the holders of A Ordinary Shares, B Ordinary Shares and C Ordinary Shares pro rata to their respective holdings of A Ordinary Shares, B Ordinary Shares and C Ordinary Shares (the "X Allocation") and 15.5% to the holders of C Ordinary Shares and B Growth Shares pro rata to the amount of their respective aggregate Priority Returns (the "Y Allocation") until either:</p>	

① Prescribed particulars of rights attached to shares
The particulars are:

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- 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.

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

Class of share	C ORDINARY SHARES
Prescribed particulars	<p>(a) the holders of C Ordinary Shares are allocated in respect of each C Ordinary Share the C Ordinary Share Priority Return and the holders of B Growth Shares are allocated in respect of each B Growth Share the B Growth Share Priority Return, in each case from the Y Allocation (the "First Threshold"); or</p> <p>(b) the holders of A Ordinary Shares, B Ordinary Shares and C Ordinary Shares are allocated an amount in aggregate equal to the Total Ordinary Subscription Proceeds from the X Allocation (the "Second Threshold");</p> <p>6.1.3 third:</p> <p>(a) if the First Threshold applies, to the holders of A Ordinary Shares, B Ordinary Shares and C Ordinary Shares pro rata to their respective holdings of A Ordinary Shares, B Ordinary Shares and C Ordinary Shares until the aggregate amount allocated to them from the X Allocation and pursuant to this Article 6.1.3(a) is an amount equal to the Total Ordinary Subscription Proceeds; or</p> <p>(b) if the Second Threshold applies, to the holders of C Ordinary Shares and B Growth Shares pro rata to the amount of their respective aggregate Priority Returns until the aggregate amount allocated from the Y Allocation and pursuant to this Article 6.1.3(b) in respect of each C Ordinary Share is the C Ordinary Share Priority Return and in respect of each B Growth Share is the B Growth Share Priority Return; and</p> <p>6.1.4 fourth, any balance to the holders of Equity Shares in proportion to the numbers of Equity Shares held by each of them respectively (as if such shares constituted a single class).</p> <p>7. VOTING RIGHTS</p> <p>7.1 The voting rights attached to each class of Shares shall be as set out in this Article:</p> <p>7.1.1 on a written resolution every Shareholder holding one or more A Ordinary Shares, B Ordinary Shares or C Ordinary Shares on the date on which the resolution is circulated as required by the Act shall, subject to sections 289 and 290 of the Act and these Articles, have one vote for each A Ordinary Share, one vote for each B Ordinary Share and one vote for each C Ordinary Share held by him; and</p>

① Prescribed particulars of rights attached to shares

The particulars are:

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

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

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

Class of share	C ORDINARY SHARES
Prescribed particulars	<p>7.1.2 on a resolution to be passed at a general meeting of the Company on a show of hands or a poll every Shareholder holding one or more A Ordinary Shares, B Ordinary Shares or C Ordinary Shares, who (being an individual) is present in person or by proxy or (being a corporation) is present by a duly authorised representative or by proxy, shall have one vote for each A Ordinary Share, one vote for each B Ordinary Share and one vote for each C Ordinary Share of which he is the holder.</p> <p>7.2 Notwithstanding any other provisions of these Articles, if at any time a Default Event has occurred and the Investors (by an Investor Direction) so direct, then:</p> <p>7.2.1 the B Ordinary Shares and C Ordinary Shares shall cease to entitle each holder thereof to vote on any written resolution of the Company or of the holders of any class of Shares, or to attend and vote (whether on a show of hands or on a poll) at any general meeting of the Company or at any separate class meeting; and</p> <p>7.2.2 subject to the provisions of Article 4, new shares in the Company may be issued, ranking ahead of or pari passu with any class of Shares, without the consent of the holders of the such class or classes of Shares.</p> <p>7.3 The provisions of Article 7.2 shall continue for so long as the breach or failure giving rise to the Default Event subsists (and for this purpose no account shall be taken of any waiver given by any person in respect of any such breach or any standstill agreement or similar arrangement with any person) or until the Majority Investors confirm in writing that a Default Event shall be deemed to no longer subsist.</p> <p>7.4 For the avoidance of doubt, the provisions in Article 7.2 shall enable the holders of the Investor Shares in issue from time to time to:</p> <p>7.4.1 consent to the holding of a general meeting of the Company or a separate class meeting on short notice pursuant to the Act on the basis that such holders would constitute the only Shareholders who would be entitled to attend and vote at the general meeting and/or separate class meeting; and</p>

① Prescribed particulars of rights attached to shares

The particulars are:

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

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

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

Class of share	C ORDINARY SHARES
Prescribed particulars	<p>7.4.2 pass written resolutions of the Company and/or of the holders of any class of Shares in the Company pursuant to the Act, on the basis that such holders would constitute the only Shareholders who would be entitled to vote on such a written resolution, provided always that such actions do not have a Disproportionate Economic Effect in respect of the Shares held by Managers as compared to the Shares held by the Investors.</p> <p>7.5 The provisions of Article 7.6 shall apply (unless the Investors by an Investor Direction direct otherwise) if at any time:</p> <p>7.5.1 any Shareholder (other than an Investor) is, in the reasonable opinion of the Majority Investors, in material breach of any provision of any of the Equity Documents (without prejudice to the provisions of Article 11.3);</p> <p>7.5.2 any Group Company is entitled to terminate any contract of employment by reason of a repudiatory breach thereof by an employee who is a Shareholder or whose Permitted Transferee(s) are Shareholders or who is otherwise entitled to Shares held by a nominee or trustee on his behalf; or</p> <p>7.5.3 any person becomes a Leaver.</p> <p>7.6 Notwithstanding any other provisions of these Articles, if the provisions of this Article apply:</p> <p>7.6.1 the Shares which any person referred to in Article 7.5 holds or to which he is entitled;</p> <p>7.6.2 any Shares formerly held by any person referred to in Article 7.5, which have been transferred either in breach of the provisions of these Articles or in accordance with Article 12 (Permitted Transfers); and</p> <p>7.6.3 any Shares formerly held by a Family Member of any person referred to in Article 7.5 or trustee of a Family Trust of such person, which have been transferred either in breach of the provisions of these Articles or in accordance with Article 12 (Permitted Transfers),</p> <p>shall immediately cease to entitle the holders thereof to vote on any written resolution of the Company or of the holders of any class of Shares in the Company and to attend and vote (whether on a show of hands or on a poll) at any general meeting of the Company or at any separate class meeting (including, for the avoidance of doubt, for the purposes of Articles 7.8 to 7.14 (inclusive)).</p>

① Prescribed particulars of rights attached to shares

The particulars are:

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

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

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

Class of share	C ORDINARY SHARES	<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. <p>A separate table must be used for each class of share.</p>
Prescribed particulars	<p>7.7 The provisions of Article 7.6 shall continue:</p> <p>7.7.1 in the case of Article 7.5.1, for so long as such breach subsists (and for this purpose no account shall be taken of any waiver given by any person in respect of any such breach or any standstill agreement or similar arrangement with any person); or</p> <p>7.7.2 in the case of Articles 7.5.2 and 7.5.3, until such time as such person, and any Permitted Transferee of such person under Articles 12.1.1 or 12.1.2, ceases to be a Shareholder.</p> <p>7.8 The class rights attaching to the A Ordinary Shares may be varied or abrogated either with the consent in writing of the holders of at least 75% in number of the A Ordinary Shares (excluding any A Ordinary Shares held by a person who is at the relevant time a Leaver) who would have been entitled to vote at a separate meeting of the holders of A Ordinary Shares or with the sanction of a special resolution passed at a separate class meeting of the holders of the A Ordinary Shares. Any variation or abrogation which does not affect the class rights attaching to the A Ordinary Shares shall not require such consent.</p> <p>7.9 The class rights attaching to the B Ordinary Shares may be varied or abrogated either with the consent in writing of the holders of at least 75% in number of the B Ordinary Shares (excluding any B Ordinary Shares held by a person who is at the relevant time a Leaver) who would have been entitled to vote at a separate meeting of the holders of B Ordinary Shares or with the sanction of a special resolution passed at a separate class meeting of the holders of the B Ordinary Shares. Any variation or abrogation which does not affect the class rights attaching to the B Ordinary Shares shall not require such consent.</p>	

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

Class of share	C ORDINARY SHARES
Prescribed particulars	<p>7.10 The class rights attaching to the C Ordinary Shares may be varied or abrogated either with the consent in writing of the holders of at least 75% in number of the C Ordinary Shares (excluding any C Ordinary Shares held by a person who is at the relevant time a Leaver) who would have been entitled to vote at a separate meeting of the holders of C Ordinary Shares or with the sanction of a special resolution passed at a separate class meeting of the holders of the C Ordinary Shares. Any variation or abrogation which does not affect the class rights attaching to the C Ordinary Shares shall not require such consent.</p> <p>7.11 The class rights attaching to the A Growth Shares may be varied or abrogated either with the consent in writing of the holders of at least 75% in number of the A Growth Shares (excluding any A Growth Shares held by a person who is at the relevant time a Leaver) who would have been entitled to vote at a separate meeting of the holders of A Growth Shares or with the sanction of a special resolution passed at a separate class meeting of the holders of the A Growth Shares. Any variation or abrogation which does not affect the class rights attaching to the A Growth Shares shall not require such consent.</p> <p>7.12 The class rights attaching to the B Growth Shares may be varied or abrogated either with the consent in writing of the holders of at least 75% in number of the B Growth Shares (excluding any B Growth Shares held by a person who is at the relevant time a Leaver) who would have been entitled to vote at a separate meeting of the holders of B Growth Shares or with the sanction of a special resolution passed at a separate class meeting of the holders of the B Growth Shares. Any variation or abrogation which does not affect the class rights attaching to the B Growth Shares shall not require such consent.</p>

① Prescribed particulars of rights attached to shares

The particulars are:

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

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

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

Class of share	C ORDINARY SHARES
Prescribed particulars	<p>7.13 The class rights attaching to the C Growth Shares may be varied or abrogated either with the consent in writing of the holders of at least 75% in number of the C Growth Shares (excluding any C Growth Shares held by a person who is at the relevant time a Leaver) who would have been entitled to vote at a separate meeting of the holders of C Growth Shares or with the sanction of a special resolution passed at a separate class meeting of the holders of the C Growth Shares. Any variation or abrogation which does not affect the class rights attaching to the C Growth Shares shall not require such consent.</p> <p>7.14 The class rights attaching to the Preference Shares may be varied or abrogated either with the consent in writing of the holders of at least 75% in number of the Preference Shares (excluding any Preference Shares held by a person who is at the relevant time a Leaver) who would have been entitled to vote at a separate meeting of the holders of Preference Shares or with the sanction of a special resolution passed at a separate class meeting of the holders of the Preference Shares. Any variation or abrogation which does not affect the class rights attaching to the Preference Shares shall not require such consent.</p> <p>7.15 Unless otherwise expressly provided by the terms of issue, the rights attaching to any class of Shares shall not be deemed to be varied or abrogated by:</p> <p>7.15.1 the creation, allotment or issue of further Shares or Securities convertible into Shares, ranking subsequent to, <i>pari passu</i> with, or in priority to them, subject to Article 4 (Share Issues), or the issue of any Securities by any Group Company to another Group Company, or the purchase or redemption by the Company of its own Shares in accordance with the Act and the Investment Agreement; or</p> <p>7.15.2 any alteration to these Articles made conditional upon, or otherwise in connection with, a Sale, a Listing, a Reorganisation or in connection with any matter referred to in Article 7.15.1.</p>

- ① Prescribed particulars of rights attached to shares**
The particulars are:
- particulars of any voting rights, including rights that arise only in certain circumstances;
 - particulars of any rights, as respects dividends, to participate in a distribution;
 - particulars of any rights, as respects capital, to participate in a distribution (including on winding up); and
 - whether the shares are to be redeemed or are liable to be redeemed at the option of the company or the shareholder.
- A separate table must be used for each class of share.

5

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

Class of share	C ORDINARY SHARES
Prescribed particulars	<p>7.16 Notwithstanding any other provision in these Articles, if a Default Event has occurred the rights attaching to any of the Manager Shares as a class or separate classes may be varied by a special resolution of the Company in a general meeting or by a written resolution signed by the holders of 75 per cent in number of the Shares in issue at the relevant time (including Preference Shares but excluding any Equity Shares held by a person who is at that time a Leaver) provided that:</p> <p>7.16.1 such amendments to the rights attaching to the all or any of the Manager Shares do not have a Disproportionate Economic Effect in respect of the Shares held by Managers as compared to the Shares held by the Investors; and</p> <p>7.16.2 such amendments do not change the practical effect of the provisions of Article 13 (Leavers), Article 14 (Drag Along) and Article 15 (Tag Along) in so far as they apply to the Manager Shares and Article 12 (Permitted Transfers) as they apply to the Investors.</p> <p>8. REDEMPTION RIGHTS</p> <p>8.1 The Preference Shares, subject to any restrictions set out in the Act and the remaining provisions of this Article 8 and Article 26 (Overriding Provisions), may be redeemed by the Company if so directed by an Investor Direction.</p> <p>8.2 Where Preference Shares are to be redeemed in accordance with Article 8.1, the Company shall give to the holders of the Preference Shares falling to be redeemed prior notice in writing of the redemption (a "Company Redemption Notice"). The Company Redemption Notice shall specify the particular Preference Shares to be redeemed and the date fixed for redemption (which, in the case of a redemption immediately prior to an Exit, shall be the expected date for redemption) and shall be given not less than 20 nor more than 28 Business Days prior to the date fixed for redemption. In the case of a redemption immediately prior to an Exit, the Company Redemption Notice shall be conditional on such Exit occurring within one month of the date fixed for redemption, failing which the Company Redemption Notice shall be revoked.</p>

① Prescribed particulars of rights attached to shares

The particulars are:

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

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

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

Class of share	C ORDINARY SHARES
Prescribed particulars	<p>8.3 If the Company is unable, because of having insufficient Available Profits or because of the provisions of Article 26 (Overriding Provisions), to redeem in full the relevant number of Preference Shares on the date fixed for redemption, the Company shall redeem as many of such Preference Shares as can lawfully and properly be redeemed and the Company shall redeem the balance as soon as it is lawfully and properly able to do so. The Fixed Preference Dividend shall continue to accrue on the balance of those Preference Shares until such date of redemption.</p> <p>8.4 If the Company is at any time redeeming fewer than all the Preference Shares from time to time in issue, the number of Shares to be redeemed shall (subject to any contrary requirement in a Shareholder Redemption Notice) be apportioned between those holders of the Preference Shares then in issue pro rata according to the number of Preference Shares held by them respectively at the date fixed for redemption.</p> <p>8.5 On the date fixed for redemption, each of the holders of the Preference Shares falling to be redeemed shall be bound to deliver to the Company, at the Company's registered office, the certificate(s) for such Preference Shares (or an indemnity, in a form reasonably satisfactory to the Board, in respect of any lost certificate) in order that the same may be cancelled. Upon such delivery, the Company shall pay to the holder (or, in the case of any joint holders, to the holder whose name stands first in the Company's register of members in respect of such Shares) the amount due to it in respect of such redemption against delivery of a proper receipt for the redemption monies.</p>

① Prescribed particulars of rights attached to shares

The particulars are:

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

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

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

Class of share	C ORDINARY SHARES
Prescribed particulars	<p>8.6 If any certificate delivered to the Company pursuant to Article 8.5 includes any Preference Shares not falling to be redeemed on the date fixed for redemption, a new certificate in respect of those Shares shall be issued to the holder(s) thereof as soon as practicable thereafter (and, in any event, within 20 Business Days thereafter).</p> <p>8.7 There shall be paid on the redemption of each Preference Share an amount equal to:</p> <p>8.7.1 100% of the Issue Price thereof; and</p> <p>8.7.2 all accruals and/or unpaid amounts of Fixed Preference Dividend (plus any interest thereon) in respect thereof, calculated down to and including the date of actual payment and such aggregate amount shall, subject to the Company having Available Profits or other monies which may be lawfully applied for such redemption, at that time become a debt due from and immediately payable by the Company to the holders of such Preference Shares.</p> <p>9. RIGHTS ON EXIT</p> <p>9.1 In the event of a Sale then, notwithstanding anything to the contrary in the terms and conditions governing such Sale, upon an Investor Direction, the selling Shareholders immediately prior to such Sale shall procure that the consideration (whensoever received) shall be placed in a designated trustee account and shall be distributed amongst such selling Shareholders in such amounts and in such order of priority as would be applicable on a return of capital pursuant to Article 6 (Return of Capital Rights).</p> <p>9.2 In the event of a Listing, the Shares of each class shall, on the occurrence of such Listing, automatically be consolidated and/or subdivided and then redesignated into such number of Listing Shares and (if required) Deferred Shares as shall result in the aggregate value of such Shares being equal to the aggregate value as would have been received in respect of that class of Shares on a return of capital under Article 6 (Return of Capital Rights) on the basis that the Listing Shares are valued at the Listing Price and the Deferred Shares are valued at zero. The Listing Shares and the Deferred Shares shall be apportioned between the holders of the relevant class of Shares pro rata to the number of Shares of that class held by them (with fractional entitlements being dealt with as the Directors may deem to be appropriate).</p>

① Prescribed particulars of rights attached to shares

The particulars are:

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

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

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

Class of share	C ORDINARY SHARES
Prescribed particulars	<p>9.3 Any consolidation, subdivision and/or redesignation of Shares pursuant to Article 9.2 shall be made on the following terms:</p> <p>9.3.1 the consolidation, subdivision and/or redesignation shall take effect immediately prior to and conditional upon the occurrence of the relevant Listing at no cost to the holders of the Shares to be consolidated, subdivided and/or redesignated; and</p> <p>9.3.2 the Company shall issue to the relevant shareholders new certificates for the Listing Shares and Deferred Shares (save for any Deferred Shares which have been bought back within 2 months of conversion in accordance with Article 9.5) resulting from the consolidation, subdivision and/or redesignation.</p> <p>9.4 Following any conversion of Shares pursuant to Article 9.2, the Company shall procure that all necessary steps are taken to ensure that such conversion is documented accurately and all filings and any other relevant formalities are complied with. Any resolution of the Shareholders which the Board (with Investor Consent) considers to be necessary or desirable to give effect to the pre-Listing reorganisation contemplated in Article 9.2 shall not constitute a variation of the rights attaching to any class of Shares.</p> <p>9.5 Any Deferred Shares shall (if the Board so resolves) at any time, and from time to time, either be transferred to a person nominated by the Board or (subject to the Act) be purchased by the Company in each case for an aggregate amount of £1 for all Deferred Shares then in issue.</p> <p>9.6 In the event of a Listing, it is anticipated and agreed that, with effect on the occurrence of such Listing and following the consolidation, subdivision and/or redesignation pursuant to Article 9.2, new articles of association containing such provisions as are confirmed by the Company's legal counsel as customary for the articles of association of a listed company and which are approved by the Board (with Investor Consent) and Shareholders by written resolution or in general meeting shall be adopted as the articles of association of the Company in substitution for, and to the exclusion of, these Articles. Any adoption of new articles of association in accordance with this Article 9.6 shall not constitute a variation of the rights attaching to any class of Shares.</p>

① Prescribed particulars of rights attached to shares

The particulars are:

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

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

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

Class of share	A GROWTH SHARES	<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. <p>A separate table must be used for each class of share.</p>
Prescribed particulars	<p>DIVIDEND RIGHTS</p> <p>5.1 Subject to: (i) the Board recommending payment of the same and (ii) Investor Consent, any Available Profits which the Company may determine to distribute in respect of any financial year shall be distributed in the following order of priority:</p> <p>5.1.1 first, in paying to the holders of Preference Shares, in respect of each Preference Share held by them, any arrears or accruals of the Fixed Preference Dividend on such Preference Share (together with any interest thereon);</p> <p>5.1.2 second, in paying to the holders of Preference Shares in respect of that financial year, in respect of each Preference Share held by them, the Fixed Preference Dividend;</p> <p>5.1.3 third, any balance shall be apportioned amongst and paid to the holders of A Ordinary Shares, B Ordinary Shares and A Growth Shares pro rata to the respective Dividend Participation Percentages of the A Ordinary Shares, B Ordinary Shares and A Growth Shares held by each of them respectively.</p> <p>5.2 The Fixed Preference Dividend shall accrue daily and shall be payable on the last day in every financial year, the first such dividend on any Preference Share to be payable on the first of such payment dates falling after its date of issue, in respect of the period from the date of issue to that payment date.</p> <p>5.3 Any amounts in respect of the Fixed Preference Dividend not paid on the due date shall (whether or not there were available to the Company any distributable profits or other funds out of which the same could have been paid, and whether or not payment was prohibited or restricted by any provision in any Financing Documents or otherwise) be increased by an amount equivalent to interest thereon at 8 per cent per annum from and including the due date until the actual date of payment, such amount accruing daily and being compounded annually on the anniversary of the due date. Such interest having the effect of compounding and not being additional to other such compounding.</p>	

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

Class of share	A GROWTH SHARES
Prescribed particulars	<p>5.4 The Company shall procure (so far as it is able) that each of its subsidiaries and each of its subsidiary undertakings which has Available Profits shall from time to time declare and pay to the Company (or, as the case may be, the relevant Group Company that is its immediate holding company or parent undertaking) such dividends as are necessary to permit lawful and prompt payment by the Company of the distributions as set out in Article 5.1.</p> <p>5.5 Model Article 70(1) shall be amended by the insertion of the words "Subject to Articles 5.1 to 4.7 inclusive" at the start of that Model Article.</p> <p>5.6 Model Article 70(2) shall be amended by the insertion of the words "Subject to Articles 5.1 to 4.7 inclusive" at the start of that Model Article.</p> <p>5.7 Model Article 74 shall be amended by the insertion of the words "(other than in accordance with Article 5.3)" after the words "or other sum payable in respect of a share" and prior to the words "unless otherwise provided by".</p> <p>6. RETURN OF CAPITAL RIGHTS</p> <p>6.1 On a return of capital on liquidation or otherwise (the "Capital Return"), the surplus assets of the Company remaining after payment of its liabilities (the "Capital Surplus") shall be distributed as follows:</p> <p>6.1.1 first, to the holders of Preference Shares, until each holder of Preference Shares is allocated in aggregate an amount equal to the aggregate of:</p> <p>(a) the Issue Price of each Preference Share held by him;</p> <p>(b) any arrears or accruals of the Fixed Preference Dividend in respect of each Preference Share held by him (together with any interest on), calculated down to the date of the Capital Return, irrespective of whether such dividends have been earned or declared or not;</p> <p>6.1.2 second, 84.5% to the holders of A Ordinary Shares, B Ordinary Shares and C Ordinary Shares pro rata to their respective holdings of A Ordinary Shares, B Ordinary Shares and C Ordinary Shares (the "X Allocation") and 15.5% to the holders of C Ordinary Shares and B Growth Shares pro rata to the amount of their respective aggregate Priority Returns (the "Y Allocation") until either:</p>

① Prescribed particulars of rights attached to shares

The particulars are:

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

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

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Notice of cancellation of shares

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

Class of share	A GROWTH SHARES
Prescribed particulars	<p>(a) the holders of C Ordinary Shares are allocated in respect of each C Ordinary Share the C Ordinary Share Priority Return and the holders of B Growth Shares are allocated in respect of each B Growth Share the B Growth Share Priority Return, in each case from the Y Allocation (the "First Threshold"); or (b) the holders of A Ordinary Shares, B Ordinary Shares and C Ordinary Shares are allocated an amount in aggregate equal to the Total Ordinary Subscription Proceeds from the X Allocation (the "Second Threshold");</p> <p>6.1.3 third:</p> <p>(a) if the First Threshold applies, to the holders of A Ordinary Shares, B Ordinary Shares and C Ordinary Shares pro rata to their respective holdings of A Ordinary Shares, B Ordinary Shares and C Ordinary Shares until the aggregate amount allocated to them from the X Allocation and pursuant to this Article 6.1.3(a) is an amount equal to the Total Ordinary Subscription Proceeds; or</p> <p>(b) if the Second Threshold applies, to the holders of C Ordinary Shares and B Growth Shares pro rata to the amount of their respective aggregate Priority Returns until the aggregate amount allocated from the Y Allocation and pursuant to this Article 6.1.3(b) in respect of each C Ordinary Share is the C Ordinary Share Priority Return and in respect of each B Growth Share is the B Growth Share Priority Return; and</p> <p>6.1.4 fourth, any balance to the holders of Equity Shares in proportion to the numbers of Equity Shares held by each of them respectively (as if such shares constituted a single class).</p> <p>7. VOTING RIGHTS</p> <p>7.1 The voting rights attached to each class of Shares shall be as set out in this Article:</p> <p>7.1.1 on a written resolution every Shareholder holding one or more A Ordinary Shares, B Ordinary Shares or C Ordinary Shares on the date on which the resolution is circulated as required by the Act shall, subject to sections 289 and 290 of the Act and these Articles, have one vote for each A Ordinary Share, one vote for each B Ordinary Share and one vote for each C Ordinary Share held by him; and</p> <p>7.1.2 on a resolution to be passed at a general meeting of the Company on a show of hands or a poll every Shareholder holding one or more A Ordinary Shares, B Ordinary Shares or C Ordinary Shares, who (being an individual) is present in person or by proxy or (being a corporation) is present by a duly authorised representative or by proxy, shall have one vote for each A Ordinary Share, one vote for each B Ordinary Share and one vote for each C Ordinary Share of which he is the holder.</p>

① Prescribed particulars of rights attached to shares

The particulars are:

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

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

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

Class of share	A GROWTH SHARES
Prescribed particulars	<p>7.2 Notwithstanding any other provisions of these Articles, if at any time a Default Event has occurred and the Investors (by an Investor Direction) so direct, then:</p> <p>7.2.1 the B Ordinary Shares and C Ordinary Shares shall cease to entitle each holder thereof to vote on any written resolution of the Company or of the holders of any class of Shares, or to attend and vote (whether on a show of hands or on a poll) at any general meeting of the Company or at any separate class meeting; and</p> <p>7.2.2 subject to the provisions of Article 4, new shares in the Company may be issued, ranking ahead of or pari passu with any class of Shares, without the consent of the holders of the such class or classes of Shares.</p> <p>7.3 The provisions of Article 7.2 shall continue for so long as the breach or failure giving rise to the Default Event subsists (and for this purpose no account shall be taken of any waiver given by any person in respect of any such breach or any standstill agreement or similar arrangement with any person) or until the Majority Investors confirm in writing that a Default Event shall be deemed to no longer subsist.</p> <p>7.4 For the avoidance of doubt, the provisions in Article 7.2 shall enable the holders of the Investor Shares in issue from time to time to:</p> <p>7.4.1 consent to the holding of a general meeting of the Company or a separate class meeting on short notice pursuant to the Act on the basis that such holders would constitute the only Shareholders who would be entitled to attend and vote at the general meeting and/or separate class meeting; and</p> <p>7.4.2 pass written resolutions of the Company and/or of the holders of any class of Shares in the Company pursuant to the Act, on the basis that such holders would constitute the only Shareholders who would be entitled to vote on such a written resolution, provided always that such actions do not have a Disproportionate Economic Effect in respect of the Shares held by Managers as compared to the Shares held by the Investors.</p>

① Prescribed particulars of rights attached to shares

The particulars are:

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

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

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

Class of share	A GROWTH SHARES
Prescribed particulars	<p>7.5 The provisions of Article 7.6 shall apply (unless the Investors by an Investor Direction direct otherwise) if at any time:</p> <p>7.5.1 any Shareholder (other than an Investor) is, in the reasonable opinion of the Majority Investors, in material breach of any provision of any of the Equity Documents (without prejudice to the provisions of Article 11.3);</p> <p>7.5.2 any Group Company is entitled to terminate any contract of employment by reason of a repudiatory breach thereof by an employee who is a Shareholder or whose Permitted Transferee(s) are Shareholders or who is otherwise entitled to Shares held by a nominee or trustee on his behalf; or</p> <p>7.5.3 any person becomes a Leaver.</p> <p>7.6 Notwithstanding any other provisions of these Articles, if the provisions of this Article apply:</p> <p>7.6.1 the Shares which any person referred to in Article 7.5 holds or to which he is entitled;</p> <p>7.6.2 any Shares formerly held by any person referred to in Article 7.5, which have been transferred either in breach of the provisions of these Articles or in accordance with Article 12 (Permitted Transfers); and</p> <p>7.6.3 any Shares formerly held by a Family Member of any person referred to in Article 7.5 or trustee of a Family Trust of such person, which have been transferred either in breach of the provisions of these Articles or in accordance with Article 12 (Permitted Transfers),</p> <p>shall immediately cease to entitle the holders thereof to vote on any written resolution of the Company or of the holders of any class of Shares in the Company and to attend and vote (whether on a show of hands or on a poll) at any general meeting of the Company or at any separate class meeting (including, for the avoidance of doubt, for the purposes of Articles 7.8 to 7.14 (inclusive)).</p> <p>7.7 The provisions of Article 7.6 shall continue:</p> <p>7.7.1 in the case of Article 7.5.1, for so long as such breach subsists (and for this purpose no account shall be taken of any waiver given by any person in respect of any such breach or any standstill agreement or similar arrangement with any person); or</p> <p>7.7.2 in the case of Articles 7.5.2 and 7.5.3, until such time as such person, and any Permitted Transferee of such person under Articles 12.1.1 or 12.1.2, ceases to be a Shareholder.</p>

① Prescribed particulars of rights attached to shares

The particulars are:

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

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

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

Class of share	A GROWTH SHARES
Prescribed particulars	<p>7.8 The class rights attaching to the A Ordinary Shares may be varied or abrogated either with the consent in writing of the holders of at least 75% in number of the A Ordinary Shares (excluding any A Ordinary Shares held by a person who is at the relevant time a Leaver) who would have been entitled to vote at a separate meeting of the holders of A Ordinary Shares or with the sanction of a special resolution passed at a separate class meeting of the holders of the A Ordinary Shares. Any variation or abrogation which does not affect the class rights attaching to the A Ordinary Shares shall not require such consent.</p> <p>7.9 The class rights attaching to the B Ordinary Shares may be varied or abrogated either with the consent in writing of the holders of at least 75% in number of the B Ordinary Shares (excluding any B Ordinary Shares held by a person who is at the relevant time a Leaver) who would have been entitled to vote at a separate meeting of the holders of B Ordinary Shares or with the sanction of a special resolution passed at a separate class meeting of the holders of the B Ordinary Shares. Any variation or abrogation which does not affect the class rights attaching to the B Ordinary Shares shall not require such consent.</p> <p>7.10 The class rights attaching to the C Ordinary Shares may be varied or abrogated either with the consent in writing of the holders of at least 75% in number of the C Ordinary Shares (excluding any C Ordinary Shares held by a person who is at the relevant time a Leaver) who would have been entitled to vote at a separate meeting of the holders of C Ordinary Shares or with the sanction of a special resolution passed at a separate class meeting of the holders of the C Ordinary Shares. Any variation or abrogation which does not affect the class rights attaching to the C Ordinary Shares shall not require such consent.</p>

① Prescribed particulars of rights attached to shares

The particulars are:

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

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

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

Class of share	A GROWTH SHARES
Prescribed particulars.	<p>7.11 The class rights attaching to the A Growth Shares may be varied or abrogated either with the consent in writing of the holders of at least 75% in number of the A Growth Shares (excluding any A Growth Shares held by a person who is at the relevant time a Leaver) who would have been entitled to vote at a separate meeting of the holders of A Growth Shares or with the sanction of a special resolution passed at a separate class meeting of the holders of the A Growth Shares. Any variation or abrogation which does not affect the class rights attaching to the A Growth Shares shall not require such consent.</p> <p>7.12 The class rights attaching to the B Growth Shares may be varied or abrogated either with the consent in writing of the holders of at least 75% in number of the B Growth Shares (excluding any B Growth Shares held by a person who is at the relevant time a Leaver) who would have been entitled to vote at a separate meeting of the holders of B Growth Shares or with the sanction of a special resolution passed at a separate class meeting of the holders of the B Growth Shares. Any variation or abrogation which does not affect the class rights attaching to the B Growth Shares shall not require such consent.</p> <p>7.13 The class rights attaching to the C Growth Shares may be varied or abrogated either with the consent in writing of the holders of at least 75% in number of the C Growth Shares (excluding any C Growth Shares held by a person who is at the relevant time a Leaver) who would have been entitled to vote at a separate meeting of the holders of C Growth Shares or with the sanction of a special resolution passed at a separate class meeting of the holders of the C Growth Shares. Any variation or abrogation which does not affect the class rights attaching to the C Growth Shares shall not require such consent.</p>

① Prescribed particulars of rights attached to shares

The particulars are:

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

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

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

Class of share	A GROWTH SHARES
Prescribed particulars	<p>7.14 The class rights attaching to the Preference Shares may be varied or abrogated either with the consent in writing of the holders of at least 75% in number of the Preference Shares (excluding any Preference Shares held by a person who is at the relevant time a Leaver) who would have been entitled to vote at a separate meeting of the holders of Preference Shares or with the sanction of a special resolution passed at a separate class meeting of the holders of the Preference Shares. Any variation or abrogation which does not affect the class rights attaching to the Preference Shares shall not require such consent.</p> <p>7.15 Unless otherwise expressly provided by the terms of issue, the rights attaching to any class of Shares shall not be deemed to be varied or abrogated by:</p> <p>7.15.1 the creation, allotment or issue of further Shares or Securities convertible into Shares, ranking subsequent to, pari passu with, or in priority to them, subject to Article 4 (Share Issues), or the issue of any Securities by any Group Company to another Group Company, or the purchase or redemption by the Company of its own Shares in accordance with the Act and the Investment Agreement; or</p> <p>7.15.2 any alteration to these Articles made conditional upon, or otherwise in connection with, a Sale, a Listing, a Reorganisation or in connection with any matter referred to in Article 7.15.1.</p> <p>7.16 Notwithstanding any other provision in these Articles, if a Default Event has occurred the rights attaching to any of the Manager Shares as a class or separate classes may be varied by a special resolution of the Company in a general meeting or by a written resolution signed by the holders of 75 per cent in number of the Shares in issue at the relevant time (including Preference Shares but excluding any Equity Shares held by a person who is at that time a Leaver) provided that:</p> <p>7.16.1 such amendments to the rights attaching to the all or any of the Manager Shares do not have a Disproportionate Economic Effect in respect of the Shares held by Managers as compared to the Shares held by the Investors; and</p>

① Prescribed particulars of rights attached to shares

The particulars are:

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

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

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

Class of share	A GROWTH SHARES	
Prescribed particulars	<p>7.16.2 such amendments do not change the practical effect of the provisions of Article 13 (Leavers), Article 14 (Drag Along) and Article 15 (Tag Along) in so far as they apply to the Manager Shares and Article 12 (Permitted Transfers) as they apply to the Investors.</p> <p>8. REDEMPTION RIGHTS</p> <p>8.1 The Preference Shares, subject to any restrictions set out in the Act and the remaining provisions of this Article 8 and Article 26 (Overriding Provisions), may be redeemed by the Company if so directed by an Investor Direction.</p> <p>8.2 Where Preference Shares are to be redeemed in accordance with Article 8.1, the Company shall give to the holders of the Preference Shares falling to be redeemed prior notice in writing of the redemption (a "Company Redemption Notice"). The Company Redemption Notice shall specify the particular Preference Shares to be redeemed and the date fixed for redemption (which, in the case of a redemption immediately prior to an Exit, shall be the expected date for redemption) and shall be given not less than 20 nor more than 28 Business Days prior to the date fixed for redemption. In the case of a redemption immediately prior to an Exit, the Company Redemption Notice shall be conditional on such Exit occurring within one month of the date fixed for redemption, failing which the Company Redemption Notice shall be revoked.</p> <p>8.3 If the Company is unable, because of having insufficient Available Profits or because of the provisions of Article 26 (Overriding Provisions), to redeem in full the relevant number of Preference Shares on the date fixed for redemption, the Company shall redeem as many of such Preference Shares as can lawfully and properly be redeemed and the Company shall redeem the balance as soon as it is lawfully and properly able to do so. The Fixed Preference Dividend shall continue to accrue on the balance of those Preference Shares until such date of redemption.</p>	<p>① Prescribed particulars of rights attached to shares</p> <p>The particulars are:</p> <ol style="list-style-type: none"> particulars of any voting rights, including rights that arise only in certain circumstances; particulars of any rights, as respects dividends, to participate in a distribution; particulars of any rights, as respects capital, to participate in a distribution (including on winding up); and whether the shares are to be redeemed or are liable to be redeemed at the option of the company or the shareholder. <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) ^①

Class of share	A GROWTH SHARES
Prescribed particulars	<p>8.4 If the Company is at any time redeeming fewer than all the Preference Shares from time to time in issue, the number of Shares to be redeemed shall (subject to any contrary requirement in a Shareholder Redemption Notice) be apportioned between those holders of the Preference Shares then in issue pro rata according to the number of Preference Shares held by them respectively at the date fixed for redemption.</p> <p>8.5 On the date fixed for redemption, each of the holders of the Preference Shares falling to be redeemed shall be bound to deliver to the Company, at the Company's registered office, the certificate(s) for such Preference Shares (or an indemnity, in a form reasonably satisfactory to the Board, in respect of any lost certificate) in order that the same may be cancelled. Upon such delivery, the Company shall pay to the holder (or, in the case of any joint holders, to the holder whose name stands first in the Company's register of members in respect of such Shares) the amount due to it in respect of such redemption against delivery of a proper receipt for the redemption monies.</p> <p>8.6 If any certificate delivered to the Company pursuant to Article 8.5 includes any Preference Shares not falling to be redeemed on the date fixed for redemption, a new certificate in respect of those Shares shall be issued to the holder(s) thereof as soon as practicable thereafter (and, in any event, within 20 Business Days thereafter).</p> <p>8.7 There shall be paid on the redemption of each Preference Share an amount equal to:</p> <p>8.7.1 100% of the Issue Price thereof; and</p> <p>8.7.2 all accruals and/or unpaid amounts of Fixed Preference Dividend (plus any interest thereon) in respect thereof, calculated down to and including the date of actual payment and such aggregate amount shall, subject to the Company having Available Profits or other monies which may be lawfully applied for such redemption, at that time become a debt due from and immediately payable by the Company to the holders of such Preference Shares.</p>

① Prescribed particulars of rights attached to shares

The particulars are:

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

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

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

Class of share	A GROWTH SHARES	<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. <p>A separate table must be used for each class of share.</p>
Prescribed particulars	<p>9. RIGHTS ON EXIT</p> <p>9.1 In the event of a Sale then, notwithstanding anything to the contrary in the terms and conditions governing such Sale, upon an Investor Direction, the selling Shareholders immediately prior to such Sale shall procure that the consideration (whenever received) shall be placed in a designated trustee account and shall be distributed amongst such selling Shareholders in such amounts and in such order of priority as would be applicable on a return of capital pursuant to Article 6 (Return of Capital Rights).</p> <p>9.2 In the event of a Listing, the Shares of each class shall, on the occurrence of such Listing, automatically be consolidated and/or subdivided and then redesignated into such number of Listing Shares and (if required) Deferred Shares as shall result in the aggregate value of such Shares being equal to the aggregate value as would have been received in respect of that class of Shares on a return of capital under Article 6 (Return of Capital Rights) on the basis that the Listing Shares are valued at the Listing Price and the Deferred Shares are valued at zero. The Listing Shares and the Deferred Shares shall be apportioned between the holders of the relevant class of Shares pro rata to the number of Shares of that class held by them (with fractional entitlements being dealt with as the Directors may deem to be appropriate).</p> <p>9.3 Any consolidation, subdivision and/or redesignation of Shares pursuant to Article 9.2 shall be made on the following terms:</p> <p>9.3.1 the consolidation, subdivision and/or redesignation shall take effect immediately prior to and conditional upon the occurrence of the relevant Listing at no cost to the holders of the Shares to be consolidated, subdivided and/or redesignated; and</p> <p>9.3.2 the Company shall issue to the relevant shareholders new certificates for the Listing Shares and Deferred Shares (save for any Deferred Shares which have been bought back within 2 months of conversion in accordance with Article 9.5) resulting from the consolidation, subdivision and/or redesignation.</p> <p>9.4 Following any conversion of Shares pursuant to Article 9.2, the Company shall procure that all necessary steps are taken to ensure that such conversion is documented accurately and all filings and any other relevant formalities are complied with. Any resolution of the Shareholders which the Board (with Investor Consent) considers to be necessary or desirable to give effect to the pre-Listing reorganisation contemplated in Article 9.2 shall not constitute a variation of the rights attaching to any class of Shares.</p>	

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

Class of share	A GROWTH SHARES	<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. <p>A separate table must be used for each class of share.</p>
Prescribed particulars	<p>9.5 Any Deferred Shares shall (if the Board so resolves) at any time, and from time to time, either be transferred to a person nominated by the Board or (subject to the Act) be purchased by the Company in each case for an aggregate amount of £1 for all Deferred Shares then in issue.</p> <p>9.6 In the event of a Listing, it is anticipated and agreed that, with effect on the occurrence of such Listing and following the consolidation, subdivision and/or redesignation pursuant to Article 9.2, new articles of association containing such provisions as are confirmed by the Company's legal counsel as customary for the articles of association of a listed company and which are approved by the Board (with Investor Consent) and Shareholders by written resolution or in general meeting shall be adopted as the articles of association of the Company in substitution for, and to the exclusion of, these Articles. Any adoption of new articles of association in accordance with this Article 9.6 shall not constitute a variation of the rights attaching to any class of Shares.</p>	

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Notice of cancellation of shares

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

Class of share	B GROWTH SHARES	<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. <p>A separate table must be used for each class of share.</p>
Prescribed particulars	<p>DIVIDEND RIGHTS</p> <p>5.1 Subject to: (i) the Board recommending payment of the same and (ii) Investor Consent, any Available Profits which the Company may determine to distribute in respect of any financial year shall be distributed in the following order of priority:</p> <p>5.1.1 first, in paying to the holders of Preference Shares, in respect of each Preference Share held by them, any arrears or accruals of the Fixed Preference Dividend on such Preference Share (together with any interest thereon);</p> <p>5.1.2 second, in paying to the holders of Preference Shares in respect of that financial year, in respect of each Preference Share held by them, the Fixed Preference Dividend;</p> <p>5.1.3 third, any balance shall be apportioned amongst and paid to the holders of A Ordinary Shares, B Ordinary Shares and A Growth Shares pro rata to the respective Dividend Participation Percentages of the A Ordinary Shares, B Ordinary Shares and A Growth Shares held by each of them respectively.</p> <p>5.2 The Fixed Preference Dividend shall accrue daily and shall be payable on the last day in every financial year, the first such dividend on any Preference Share to be payable on the first of such payment dates falling after its date of issue, in respect of the period from the date of issue to that payment date.</p> <p>5.3 Any amounts in respect of the Fixed Preference Dividend not paid on the due date shall (whether or not there were available to the Company any distributable profits or other funds out of which the same could have been paid, and whether or not payment was prohibited or restricted by any provision in any Financing Documents or otherwise) be increased by an amount equivalent to interest thereon at 8 per cent per annum from and including the due date until the actual date of payment, such amount accruing daily and being compounded annually on the anniversary of the due date. Such interest having the effect of compounding and not being additional to other such compounding.</p>	

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

Class of share	B GROWTH SHARES
Prescribed particulars	<p>5.4 The Company shall procure (so far as it is able) that each of its subsidiaries and each of its subsidiary undertakings which has Available Profits shall from time to time declare and pay to the Company (or, as the case may be, the relevant Group Company that is its immediate holding company or parent undertaking) such dividends as are necessary to permit lawful and prompt payment by the Company of the distributions as set out in Article 5.1.</p> <p>5.5 Model Article 70(1) shall be amended by the insertion of the words "Subject to Articles 5.1 to 4.7 inclusive" at the start of that Model Article.</p> <p>5.6 Model Article 70(2) shall be amended by the insertion of the words "Subject to Articles 5.1 to 4.7 inclusive" at the start of that Model Article.</p> <p>5.7 Model Article 74 shall be amended by the insertion of the words "(other than in accordance with Article 5.3)" after the words "or other sum payable in respect of a share" and prior to the words "unless otherwise provided by".</p> <p>6. RETURN OF CAPITAL RIGHTS</p> <p>6.1 On a return of capital on liquidation or otherwise (the "Capital Return"), the surplus assets of the Company remaining after payment of its liabilities (the "Capital Surplus") shall be distributed as follows:</p> <p>6.1.1 first, to the holders of Preference Shares, until each holder of Preference Shares is allocated in aggregate an amount equal to the aggregate of:</p> <p>(a) the Issue Price of each Preference Share held by him;</p> <p>(b) any arrears or accruals of the Fixed Preference Dividend in respect of each Preference Share held by him (together with any interest on), calculated down to the date of the Capital Return, irrespective of whether such dividends have been earned or declared or not;</p> <p>6.1.2 second, 84.5% to the holders of A Ordinary Shares, B Ordinary Shares and C Ordinary Shares pro rata to their respective holdings of A Ordinary Shares, B Ordinary Shares and C Ordinary Shares (the "X Allocation") and 15.5% to the holders of C Ordinary Shares and B Growth Shares pro rata to the amount of their respective aggregate Priority Returns (the "Y Allocation") until either:</p>

① Prescribed particulars of rights attached to shares

The particulars are:

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

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

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

Class of share	B GROWTH SHARES
Prescribed particulars	<p>(a) the holders of C Ordinary Shares are allocated in respect of each C Ordinary Share the C Ordinary Share Priority Return and the holders of B Growth Shares are allocated in respect of each B Growth Share the B Growth Share Priority Return, in each case from the Y Allocation (the "First Threshold"); or</p> <p>(b) the holders of A Ordinary Shares, B Ordinary Shares and C Ordinary Shares are allocated an amount in aggregate equal to the Total Ordinary Subscription Proceeds from the X Allocation (the "Second Threshold");</p> <p>6.1.3 third:</p> <p>(a) if the First Threshold applies, to the holders of A Ordinary Shares, B Ordinary Shares and C Ordinary Shares pro rata to their respective holdings of A Ordinary Shares, B Ordinary Shares and C Ordinary Shares until the aggregate amount allocated to them from the X Allocation and pursuant to this Article 6.1.3(a) is an amount equal to the Total Ordinary Subscription Proceeds; or</p> <p>(b) if the Second Threshold applies, to the holders of C Ordinary Shares and B Growth Shares pro rata to the amount of their respective aggregate Priority Returns until the aggregate amount allocated from the Y Allocation and pursuant to this Article 6.1.3(b) in respect of each C Ordinary Share is the C Ordinary Share Priority Return and in respect of each B Growth Share is the B Growth Share Priority Return; and</p> <p>6.1.4 fourth, any balance to the holders of Equity Shares in proportion to the numbers of Equity Shares held by each of them respectively (as if such shares constituted a single class).</p>

① Prescribed particulars of rights attached to shares

The particulars are:

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

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

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

Class of share	B GROWTH SHARES
Prescribed particulars	<p>7. VOTING RIGHTS</p> <p>7.1 The voting rights attached to each class of Shares shall be as set out in this Article:</p> <p>7.1.1 on a written resolution every Shareholder holding one or more A Ordinary Shares, B Ordinary Shares or C Ordinary Shares on the date on which the resolution is circulated as required by the Act shall, subject to sections 289 and 290 of the Act and these Articles, have one vote for each A Ordinary Share, one vote for each B Ordinary Share and one vote for each C Ordinary Share held by him; and</p> <p>7.1.2 on a resolution to be passed at a general meeting of the Company on a show of hands or a poll every Shareholder holding one or more A Ordinary Shares, B Ordinary Shares or C Ordinary Shares, who (being an individual) is present in person or by proxy or (being a corporation) is present by a duly authorised representative or by proxy, shall have one vote for each A Ordinary Share, one vote for each B Ordinary Share and one vote for each C Ordinary Share of which he is the holder.</p> <p>7.2 Notwithstanding any other provisions of these Articles, if at any time a Default Event has occurred and the Investors (by an Investor Direction) so direct, then:</p> <p>7.2.1 the B Ordinary Shares and C Ordinary Shares shall cease to entitle each holder thereof to vote on any written resolution of the Company or of the holders of any class of Shares, or to attend and vote (whether on a show of hands or on a poll) at any general meeting of the Company or at any separate class meeting; and</p> <p>7.2.2 subject to the provisions of Article 4, new shares in the Company may be issued, ranking ahead of or pari passu with any class of Shares, without the consent of the holders of the such class or classes of Shares.</p>

① Prescribed particulars of rights attached to shares

The particulars are:

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

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

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

Class of share	B GROWTH SHARES
Prescribed particulars	<p>7.3 The provisions of Article 7.2 shall continue for so long as the breach or failure giving rise to the Default Event subsists (and for this purpose no account shall be taken of any waiver given by any person in respect of any such breach or any standstill agreement or similar arrangement with any person) or until the Majority Investors confirm in writing that a Default Event shall be deemed to no longer subsist.</p> <p>7.4 For the avoidance of doubt, the provisions in Article 7.2 shall enable the holders of the Investor Shares in issue from time to time to:</p> <p>7.4.1 consent to the holding of a general meeting of the Company or a separate class meeting on short notice pursuant to the Act on the basis that such holders would constitute the only Shareholders who would be entitled to attend and vote at the general meeting and/or separate class meeting; and</p> <p>7.4.2 pass written resolutions of the Company and/or of the holders of any class of Shares in the Company pursuant to the Act, on the basis that such holders would constitute the only Shareholders who would be entitled to vote on such a written resolution, provided always that such actions do not have a Disproportionate Economic Effect in respect of the Shares held by Managers as compared to the Shares held by the Investors.</p> <p>7.5 The provisions of Article 7.6 shall apply (unless the Investors by an Investor Direction direct otherwise) if at any time:</p> <p>7.5.1 any Shareholder (other than an Investor) is, in the reasonable opinion of the Majority Investors, in material breach of any provision of any of the Equity Documents (without prejudice to the provisions of Article 11.3);</p> <p>7.5.2 any Group Company is entitled to terminate any contract of employment by reason of a repudiatory breach thereof by an employee who is a Shareholder or whose Permitted Transferee(s) are Shareholders or who is otherwise entitled to Shares held by a nominee or trustee on his behalf; or</p> <p>7.5.3 any person becomes a Leaver.</p>

① Prescribed particulars of rights attached to shares

The particulars are:

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

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

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

Class of share	B GROWTH SHARES
Prescribed particulars	<p>7.6 Notwithstanding any other provisions of these Articles, if the provisions of this Article apply:</p> <p>7.6.1 the Shares which any person referred to in Article 7.5 holds or to which he is entitled;</p> <p>7.6.2 any Shares formerly held by any person referred to in Article 7.5, which have been transferred either in breach of the provisions of these Articles or in accordance with Article 12 (Permitted Transfers); and</p> <p>7.6.3 any Shares formerly held by a Family Member of any person referred to in Article 7.5 or trustee of a Family Trust of such person, which have been transferred either in breach of the provisions of these Articles or in accordance with Article 12 (Permitted Transfers), shall immediately cease to entitle the holders thereof to vote on any written resolution of the Company or of the holders of any class of Shares in the Company and to attend and vote (whether on a show of hands or on a poll) at any general meeting of the Company or at any separate class meeting (including, for the avoidance of doubt, for the purposes of Articles 7.8 to 7.14 (inclusive)).</p> <p>7.7 The provisions of Article 7.6 shall continue:</p> <p>7.7.1 in the case of Article 7.5.1, for so long as such breach subsists (and for this purpose no account shall be taken of any waiver given by any person in respect of any such breach or any standstill agreement or similar arrangement with any person); or</p> <p>7.7.2 in the case of Articles 7.5.2 and 7.5.3, until such time as such person, and any Permitted Transferee of such person under Articles 12.1.1 or 12.1.2, ceases to be a Shareholder.</p> <p>7.8 The class rights attaching to the A Ordinary Shares may be varied or abrogated either with the consent in writing of the holders of at least 75% in number of the A Ordinary Shares (excluding any A Ordinary Shares held by a person who is at the relevant time a Leaver) who would have been entitled to vote at a separate meeting of the holders of A Ordinary Shares or with the sanction of a special resolution passed at a separate class meeting of the holders of the A Ordinary Shares. Any variation or abrogation which does not affect the class rights attaching to the A Ordinary Shares shall not require such consent.</p>

- ① Prescribed particulars of rights attached to shares**
The particulars are:
- particulars of any voting rights, including rights that arise only in certain circumstances;
 - particulars of any rights, as respects dividends, to participate in a distribution;
 - particulars of any rights, as respects capital, to participate in a distribution (including on winding up); and
 - whether the shares are to be redeemed or are liable to be redeemed at the option of the company or the shareholder.
- A separate table must be used for each class of share.

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

Class of share	B GROWTH SHARES
Prescribed particulars	<p>7.9 The class rights attaching to the B Ordinary Shares may be varied or abrogated either with the consent in writing of the holders of at least 75% in number of the B Ordinary Shares (excluding any B Ordinary Shares held by a person who is at the relevant time a Leaver) who would have been entitled to vote at a separate meeting of the holders of B Ordinary Shares or with the sanction of a special resolution passed at a separate class meeting of the holders of the B Ordinary Shares. Any variation or abrogation which does not affect the class rights attaching to the B Ordinary Shares shall not require such consent.</p> <p>7.10 The class rights attaching to the C Ordinary Shares may be varied or abrogated either with the consent in writing of the holders of at least 75% in number of the C Ordinary Shares (excluding any C Ordinary Shares held by a person who is at the relevant time a Leaver) who would have been entitled to vote at a separate meeting of the holders of C Ordinary Shares or with the sanction of a special resolution passed at a separate class meeting of the holders of the C Ordinary Shares. Any variation or abrogation which does not affect the class rights attaching to the C Ordinary Shares shall not require such consent.</p> <p>7.11 The class rights attaching to the A Growth Shares may be varied or abrogated either with the consent in writing of the holders of at least 75% in number of the A Growth Shares (excluding any A Growth Shares held by a person who is at the relevant time a Leaver) who would have been entitled to vote at a separate meeting of the holders of A Growth Shares or with the sanction of a special resolution passed at a separate class meeting of the holders of the A Growth Shares. Any variation or abrogation which does not affect the class rights attaching to the A Growth Shares shall not require such consent.</p>

① Prescribed particulars of rights attached to shares

The particulars are:

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

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

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

Class of share	B GROWTH SHARES	
Prescribed particulars	<p>7.12 The class rights attaching to the B Growth Shares may be varied or abrogated either with the consent in writing of the holders of at least 75% in number of the B Growth Shares (excluding any B Growth Shares held by a person who is at the relevant time a Leaver) who would have been entitled to vote at a separate meeting of the holders of B Growth Shares or with the sanction of a special resolution passed at a separate class meeting of the holders of the B Growth Shares. Any variation or abrogation which does not affect the class rights attaching to the B Growth Shares shall not require such consent.</p> <p>7.13 The class rights attaching to the C Growth Shares may be varied or abrogated either with the consent in writing of the holders of at least 75% in number of the C Growth Shares (excluding any C Growth Shares held by a person who is at the relevant time a Leaver) who would have been entitled to vote at a separate meeting of the holders of C Growth Shares or with the sanction of a special resolution passed at a separate class meeting of the holders of the C Growth Shares. Any variation or abrogation which does not affect the class rights attaching to the C Growth Shares shall not require such consent.</p> <p>7.14 The class rights attaching to the Preference Shares may be varied or abrogated either with the consent in writing of the holders of at least 75% in number of the Preference Shares (excluding any Preference Shares held by a person who is at the relevant time a Leaver) who would have been entitled to vote at a separate meeting of the holders of Preference Shares or with the sanction of a special resolution passed at a separate class meeting of the holders of the Preference Shares. Any variation or abrogation which does not affect the class rights attaching to the Preference Shares shall not require such consent.</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. <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) ^①

Class of share	B GROWTH SHARES	
Prescribed particulars	<p>7.15 Unless otherwise expressly provided by the terms of issue, the rights attaching to any class of Shares shall not be deemed to be varied or abrogated by:</p> <p>7.15.1 the creation, allotment or issue of further Shares or Securities convertible into Shares, ranking subsequent to, pari passu with, or in priority to them, subject to Article 4 (Share Issues), or the issue of any Securities by any Group Company to another Group Company, or the purchase or redemption by the Company of its own Shares in accordance with the Act and the Investment Agreement; or</p> <p>7.15.2 any alteration to these Articles made conditional upon, or otherwise in connection with, a Sale, a Listing, a Reorganisation or in connection with any matter referred to in Article 7.15.1.</p> <p>7.16 Notwithstanding any other provision in these Articles, if a Default Event has occurred the rights attaching to any of the Manager Shares as a class or separate classes may be varied by a special resolution of the Company in a general meeting or by a written resolution signed by the holders of 75 per cent in number of the Shares in issue at the relevant time (including Preference Shares but excluding any Equity Shares held by a person who is at that time a Leaver) provided that:</p> <p>7.16.1 such amendments to the rights attaching to the all or any of the Manager Shares do not have a Disproportionate Economic Effect in respect of the Shares held by Managers as compared to the Shares held by the Investors; and</p> <p>7.16.2 such amendments do not change the practical effect of the provisions of Article 13 (Leavers), Article 14 (Drag Along) and Article 15 (Tag Along) in so far as they apply to the Manager Shares and Article 12 (Permitted Transfers) as they apply to the Investors.</p>	<p>① Prescribed particulars of rights attached to shares</p> <p>The particulars are:</p> <ol style="list-style-type: none"> particulars of any voting rights, including rights that arise only in certain circumstances; particulars of any rights, as respects dividends, to participate in a distribution; particulars of any rights, as respects capital, to participate in a distribution (including on winding up); and whether the shares are to be redeemed or are liable to be redeemed at the option of the company or the shareholder. <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) ^①

Class of share	B GROWTH SHARES
Prescribed particulars	<p>8. REDEMPTION RIGHTS</p> <p>8.1 The Preference Shares, subject to any restrictions set out in the Act and the remaining provisions of this Article 8 and Article 26 (Overriding Provisions), may be redeemed by the Company if so directed by an Investor Direction.</p> <p>8.2 Where Preference Shares are to be redeemed in accordance with Article 8.1, the Company shall give to the holders of the Preference Shares falling to be redeemed prior notice in writing of the redemption (a "Company Redemption Notice"). The Company Redemption Notice shall specify the particular Preference Shares to be redeemed and the date fixed for redemption (which, in the case of a redemption immediately prior to an Exit, shall be the expected date for redemption) and shall be given not less than 20 nor more than 28 Business Days prior to the date fixed for redemption. In the case of a redemption immediately prior to an Exit, the Company Redemption Notice shall be conditional on such Exit occurring within one month of the date fixed for redemption, failing which the Company Redemption Notice shall be revoked.</p> <p>8.3 If the Company is unable, because of having insufficient Available Profits or because of the provisions of Article 26 (Overriding Provisions), to redeem in full the relevant number of Preference Shares on the date fixed for redemption, the Company shall redeem as many of such Preference Shares as can lawfully and properly be redeemed and the Company shall redeem the balance as soon as it is lawfully and properly able to do so. The Fixed Preference Dividend shall continue to accrue on the balance of those Preference Shares until such date of redemption.</p> <p>8.4 If the Company is at any time redeeming fewer than all the Preference Shares from time to time in issue, the number of Shares to be redeemed shall (subject to any contrary requirement in a Shareholder Redemption Notice) be apportioned between those holders of the Preference Shares then in issue pro rata according to the number of Preference Shares held by them respectively at the date fixed for redemption.</p> <p>8.5 On the date fixed for redemption, each of the holders of the Preference Shares falling to be redeemed shall be bound to deliver to the Company, at the Company's registered office, the certificate(s) for such Preference Shares (or an indemnity, in a form reasonably satisfactory to the Board, in respect of any lost certificate) in order that the same may be cancelled. Upon such delivery, the Company shall pay to the holder (or, in the case of any joint holders, to the holder whose name stands first in the Company's register of members in respect of such Shares) the amount due to it in respect of such redemption against delivery of a proper receipt for the redemption monies.</p>

① Prescribed particulars of rights attached to shares

The particulars are:

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

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

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

Class of share	B GROWTH SHARES
Prescribed particulars	<p>8.6 If any certificate delivered to the Company pursuant to Article 8.5 includes any Preference Shares not falling to be redeemed on the date fixed for redemption, a new certificate in respect of those Shares shall be issued to the holder(s) thereof as soon as practicable thereafter (and, in any event, within 20 Business Days thereafter).</p> <p>8.7 There shall be paid on the redemption of each Preference Share an amount equal to:</p> <p>8.7.1 100% of the Issue Price thereof; and</p> <p>8.7.2 all accruals and/or unpaid amounts of Fixed Preference Dividend (plus any interest thereon) in respect thereof, calculated down to and including the date of actual payment and such aggregate amount shall, subject to the Company having Available Profits or other monies which may be lawfully applied for such redemption, at that time become a debt due from and immediately payable by the Company to the holders of such Preference Shares.</p> <p>9. RIGHTS ON EXIT</p> <p>9.1 In the event of a Sale then, notwithstanding anything to the contrary in the terms and conditions governing such Sale, upon an Investor Direction, the selling Shareholders immediately prior to such Sale shall procure that the consideration (whenever received) shall be placed in a designated trustee account and shall be distributed amongst such selling Shareholders in such amounts and in such order of priority as would be applicable on a return of capital pursuant to Article 6 (Return of Capital Rights).</p> <p>9.2 In the event of a Listing, the Shares of each class shall, on the occurrence of such Listing, automatically be consolidated and/or subdivided and then redesignated into such number of Listing Shares and (if required) Deferred Shares as shall result in the aggregate value of such Shares being equal to the aggregate value as would have been received in respect of that class of Shares on a return of capital under Article 6 (Return of Capital Rights) on the basis that the Listing Shares are valued at the Listing Price and the Deferred Shares are valued at zero. The Listing Shares and the Deferred Shares shall be apportioned between the holders of the relevant class of Shares pro rata to the number of Shares of that class held by them (with fractional entitlements being dealt with as the Directors may deem to be appropriate).</p> <p>9.3 Any consolidation, subdivision and/or redesignation of Shares pursuant to Article 9.2 shall be made on the following terms:</p>

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

The particulars are:

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

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

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Notice of cancellation of shares

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

Class of share	B GROWTH SHARES
Prescribed particulars	<p>9.3.1 the consolidation, subdivision and/or redesignation shall take effect immediately prior to and conditional upon the occurrence of the relevant Listing at no cost to the holders of the Shares to be consolidated, subdivided and/or redesignated; and</p> <p>9.3.2 the Company shall issue to the relevant shareholders new certificates for the Listing Shares and Deferred Shares (save for any Deferred Shares which have been bought back within 2 months of conversion in accordance with Article 9.5) resulting from the consolidation, subdivision and/or redesignation.</p> <p>9.4 Following any conversion of Shares pursuant to Article 9.2, the Company shall procure that all necessary steps are taken to ensure that such conversion is documented accurately and all filings and any other relevant formalities are complied with. Any resolution of the Shareholders which the Board (with Investor Consent) considers to be necessary or desirable to give effect to the pre-Listing reorganisation contemplated in Article 9.2 shall not constitute a variation of the rights attaching to any class of Shares.</p> <p>9.5 Any Deferred Shares shall (if the Board so resolves) at any time, and from time to time, either be transferred to a person nominated by the Board or (subject to the Act) be purchased by the Company in each case for an aggregate amount of £1 for all Deferred Shares then in issue.</p> <p>9.6 In the event of a Listing, it is anticipated and agreed that, with effect on the occurrence of such Listing and following the consolidation, subdivision and/or redesignation pursuant to Article 9.2, new articles of association containing such provisions as are confirmed by the Company's legal counsel as customary for the articles of association of a listed company and which are approved by the Board (with Investor Consent) and Shareholders by written resolution or in general meeting shall be adopted as the articles of association of the Company in substitution for, and to the exclusion of, these Articles. Any adoption of new articles of association in accordance with this Article 9.6 shall not constitute a variation of the rights attaching to any class of Shares.</p>

① Prescribed particulars of rights attached to shares

The particulars are:

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

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

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Notice of cancellation of shares

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

Class of share	C GROWTH SHARES
Prescribed particulars	<p>DIVIDEND RIGHTS</p> <p>5.1 Subject to: (i) the Board recommending payment of the same and (ii) Investor Consent, any Available Profits which the Company may determine to distribute in respect of any financial year shall be distributed in the following order of priority:</p> <p>5.1.1 first, in paying to the holders of Preference Shares, in respect of each Preference Share held by them, any arrears or accruals of the Fixed Preference Dividend on such Preference Share (together with any interest thereon);</p> <p>5.1.2 second, in paying to the holders of Preference Shares in respect of that financial year, in respect of each Preference Share held by them, the Fixed Preference Dividend;</p> <p>5.1.3 third, any balance shall be apportioned amongst and paid to the holders of A Ordinary Shares, B Ordinary Shares and A Growth Shares pro rata to the respective Dividend Participation Percentages of the A Ordinary Shares, B Ordinary Shares and A Growth Shares held by each of them respectively.</p> <p>5.2 The Fixed Preference Dividend shall accrue daily and shall be payable on the last day in every financial year, the first such dividend on any Preference Share to be payable on the first of such payment dates falling after its date of issue, in respect of the period from the date of issue to that payment date.</p> <p>5.3 Any amounts in respect of the Fixed Preference Dividend not paid on the due date shall (whether or not there were available to the Company any distributable profits or other funds out of which the same could have been paid, and whether or not payment was prohibited or restricted by any provision in any Financing Documents or otherwise) be increased by an amount equivalent to interest thereon at 8 per cent per annum from and including the due date until the actual date of payment, such amount accruing daily and being compounded annually on the anniversary of the due date. Such interest having the effect of compounding and not being additional to other such compounding.</p>

① Prescribed particulars of rights attached to shares

The particulars are:

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

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

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

Class of share	C GROWTH SHARES
Prescribed particulars	<p>5.4 The Company shall procure (so far as it is able) that each of its subsidiaries and each of its subsidiary undertakings which has Available Profits shall from time to time declare and pay to the Company (or, as the case may be, the relevant Group Company that is its immediate holding company or parent undertaking) such dividends as are necessary to permit lawful and prompt payment by the Company of the distributions as set out in Article 5.1.</p> <p>5.5 Model Article 70(1) shall be amended by the insertion of the words "Subject to Articles 5.1 to 4.7 inclusive" at the start of that Model Article.</p> <p>5.6 Model Article 70(2) shall be amended by the insertion of the words "Subject to Articles 5.1 to 4.7 inclusive" at the start of that Model Article.</p> <p>5.7 Model Article 74 shall be amended by the insertion of the words "(other than in accordance with Article 5.3)" after the words "or other sum payable in respect of a share" and prior to the words "unless otherwise provided by".</p> <p>6. RETURN OF CAPITAL RIGHTS</p> <p>6.1 On a return of capital on liquidation or otherwise (the "Capital Return"), the surplus assets of the Company remaining after payment of its liabilities (the "Capital Surplus") shall be distributed as follows:</p> <p>6.1.1 first, to the holders of Preference Shares, until each holder of Preference Shares is allocated in aggregate an amount equal to the aggregate of: (a) the Issue Price of each Preference Share held by him; (b) any arrears or accruals of the Fixed Preference Dividend in respect of each Preference Share held by him (together with any interest on), calculated down to the date of the Capital Return, irrespective of whether such dividends have been earned or declared or not;</p> <p>6.1.2 second, 84.5% to the holders of A Ordinary Shares, B Ordinary Shares and C Ordinary Shares pro rata to their respective holdings of A Ordinary Shares, B Ordinary Shares and C Ordinary Shares (the "X Allocation") and 15.5% to the holders of C Ordinary Shares and B Growth Shares pro rata to the amount of their respective aggregate Priority Returns (the "Y Allocation") until either:</p>

① Prescribed particulars of rights attached to shares

The particulars are:

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

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

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Notice of cancellation of shares

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

Class of share	C GROWTH SHARES
Prescribed particulars	<p>(a) the holders of C Ordinary Shares are allocated in respect of each C Ordinary Share the C Ordinary Share Priority Return and the holders of B Growth Shares are allocated in respect of each B Growth Share the B Growth Share Priority Return, in each case from the Y Allocation (the "First Threshold"); or</p> <p>(b) the holders of A Ordinary Shares, B Ordinary Shares and C Ordinary Shares are allocated an amount in aggregate equal to the Total Ordinary Subscription Proceeds from the X Allocation (the "Second Threshold");</p> <p>6.1.3 third:</p> <p>(a) if the First Threshold applies, to the holders of A Ordinary Shares, B Ordinary Shares and C Ordinary Shares pro rata to their respective holdings of A Ordinary Shares, B Ordinary Shares and C Ordinary Shares until the aggregate amount allocated to them from the X Allocation and pursuant to this Article 6.1.3(a) is an amount equal to the Total Ordinary Subscription Proceeds; or</p> <p>(b) if the Second Threshold applies, to the holders of C Ordinary Shares and B Growth Shares pro rata to the amount of their respective aggregate Priority Returns until the aggregate amount allocated from the Y Allocation and pursuant to this Article 6.1.3(b) in respect of each C Ordinary Share is the C Ordinary Share Priority Return and in respect of each B Growth Share is the B Growth Share Priority Return; and</p> <p>6.1.4 fourth, any balance to the holders of Equity Shares in proportion to the numbers of Equity Shares held by each of them respectively (as if such shares constituted a single class).</p>

① Prescribed particulars of rights attached to shares

The particulars are:

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

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

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Statement of capital (prescribed particulars of rights attached to shares) ①

Class of share	C. GROWTH SHARES
Prescribed particulars	<p>7. VOTING RIGHTS</p> <p>7.1 The voting rights attached to each class of Shares shall be as set out in this Article:</p> <p>7.1.1 on a written resolution every Shareholder holding one or more A Ordinary Shares, B Ordinary Shares or C Ordinary Shares on the date on which the resolution is circulated as required by the Act shall, subject to sections 289 and 290 of the Act and these Articles, have one vote for each A Ordinary Share, one vote for each B Ordinary Share and one vote for each C Ordinary Share held by him; and</p> <p>7.1.2 on a resolution to be passed at a general meeting of the Company on a show of hands or a poll every Shareholder holding one or more A Ordinary Shares, B Ordinary Shares or C Ordinary Shares, who (being an individual) is present in person or by proxy or (being a corporation) is present by a duly authorised representative or by proxy, shall have one vote for each A Ordinary Share, one vote for each B Ordinary Share and one vote for each C Ordinary Share of which he is the holder.</p> <p>7.2 Notwithstanding any other provisions of these Articles, if at any time a Default Event has occurred and the Investors (by an Investor Direction) so direct, then:</p> <p>7.2.1 the B Ordinary Shares and C Ordinary Shares shall cease to entitle each holder thereof to vote on any written resolution of the Company or of the holders of any class of Shares, or to attend and vote (whether on a show of hands or on a poll) at any general meeting of the Company or at any separate class meeting; and</p> <p>7.2.2 subject to the provisions of Article 4, new shares in the Company may be issued, ranking ahead of or pari passu with any class of Shares, without the consent of the holders of the such class or classes of Shares.</p>

① Prescribed particulars of rights attached to shares

The particulars are:

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

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

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

Class of share	C GROWTH SHARES
Prescribed particulars	<p>7.3 The provisions of Article 7.2 shall continue for so long as the breach or failure giving rise to the Default Event subsists (and for this purpose no account shall be taken of any waiver given by any person in respect of any such breach or any standstill agreement or similar arrangement with any person) or until the Majority Investors confirm in writing that a Default Event shall be deemed to no longer subsist.</p> <p>7.4 For the avoidance of doubt, the provisions in Article 7.2 shall enable the holders of the Investor Shares in issue from time to time to:</p> <p>7.4.1 consent to the holding of a general meeting of the Company or a separate class meeting on short notice pursuant to the Act on the basis that such holders would constitute the only Shareholders who would be entitled to attend and vote at the general meeting and/or separate class meeting; and</p> <p>7.4.2 pass written resolutions of the Company and/or of the holders of any class of Shares in the Company pursuant to the Act, on the basis that such holders would constitute the only Shareholders who would be entitled to vote on such a written resolution, provided always that such actions do not have a Disproportionate Economic Effect in respect of the Shares held by Managers as compared to the Shares held by the Investors.</p> <p>7.5 The provisions of Article 7.6 shall apply (unless the Investors by an Investor Direction direct otherwise) if at any time:</p> <p>7.5.1 any Shareholder (other than an Investor) is, in the reasonable opinion of the Majority Investors, in material breach of any provision of any of the Equity Documents (without prejudice to the provisions of Article 11.3);</p> <p>7.5.2 any Group Company is entitled to terminate any contract of employment by reason of a repudiatory breach thereof by an employee who is a Shareholder or whose Permitted Transferee(s) are Shareholders or who is otherwise entitled to Shares held by a nominee or trustee on his behalf; or</p> <p>7.5.3 any person becomes a Leaver.</p>

① Prescribed particulars of rights attached to shares

The particulars are:

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

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

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Notice of cancellation of shares

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

Class of share	C GROWTH SHARES
Prescribed particulars	<p>7.6 Notwithstanding any other provisions of these Articles, if the provisions of this Article apply:</p> <p>7.6.1 the Shares which any person referred to in Article 7.5 holds or to which he is entitled;</p> <p>7.6.2 any Shares formerly held by any person referred to in Article 7.5, which have been transferred either in breach of the provisions of these Articles or in accordance with Article 12 (Permitted Transfers); and</p> <p>7.6.3 any Shares formerly held by a Family Member of any person referred to in Article 7.5 or trustee of a Family Trust of such person, which have been transferred either in breach of the provisions of these Articles or in accordance with Article 12 (Permitted Transfers), shall immediately cease to entitle the holders thereof to vote on any written resolution of the Company or of the holders of any class of Shares in the Company and to attend and vote (whether on a show of hands or on a poll) at any general meeting of the Company or at any separate class meeting (including, for the avoidance of doubt, for the purposes of Articles 7.8 to 7.14 (inclusive)).</p> <p>7.7 The provisions of Article 7.6 shall continue:</p> <p>7.7.1 in the case of Article 7.5.1, for so long as such breach subsists (and for this purpose no account shall be taken of any waiver given by any person in respect of any such breach or any standstill agreement or similar arrangement with any person); or</p> <p>7.7.2 in the case of Articles 7.5.2 and 7.5.3, until such time as such person, and any Permitted Transferee of such person under Articles 12.1.1 or 12.1.2, ceases to be a Shareholder.</p> <p>7.8 The class rights attaching to the A Ordinary Shares may be varied or abrogated either with the consent in writing of the holders of at least 75% in number of the A Ordinary Shares (excluding any A Ordinary Shares held by a person who is at the relevant time a Leaver) who would have been entitled to vote at a separate meeting of the holders of A Ordinary Shares or with the sanction of a special resolution passed at a separate class meeting of the holders of the A Ordinary Shares. Any variation or abrogation which does not affect the class rights attaching to the A Ordinary Shares shall not require such consent.</p>

① Prescribed particulars of rights attached to shares

The particulars are:

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

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

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

Class of share	C GROWTH SHARES
Prescribed particulars	<p>7.9 The class rights attaching to the B Ordinary Shares may be varied or abrogated either with the consent in writing of the holders of at least 75% in number of the B Ordinary Shares (excluding any B Ordinary Shares held by a person who is at the relevant time a Leaver) who would have been entitled to vote at a separate meeting of the holders of B Ordinary Shares or with the sanction of a special resolution passed at a separate class meeting of the holders of the B Ordinary Shares. Any variation or abrogation which does not affect the class rights attaching to the B Ordinary Shares shall not require such consent.</p> <p>7.10 The class rights attaching to the C Ordinary Shares may be varied or abrogated either with the consent in writing of the holders of at least 75% in number of the C Ordinary Shares (excluding any C Ordinary Shares held by a person who is at the relevant time a Leaver) who would have been entitled to vote at a separate meeting of the holders of C Ordinary Shares or with the sanction of a special resolution passed at a separate class meeting of the holders of the C Ordinary Shares. Any variation or abrogation which does not affect the class rights attaching to the C Ordinary Shares shall not require such consent.</p> <p>7.11 The class rights attaching to the A Growth Shares may be varied or abrogated either with the consent in writing of the holders of at least 75% in number of the A Growth Shares (excluding any A Growth Shares held by a person who is at the relevant time a Leaver) who would have been entitled to vote at a separate meeting of the holders of A Growth Shares or with the sanction of a special resolution passed at a separate class meeting of the holders of the A Growth Shares. Any variation or abrogation which does not affect the class rights attaching to the A Growth Shares shall not require such consent.</p> <p>7.12 The class rights attaching to the B Growth Shares may be varied or abrogated either with the consent in writing of the holders of at least 75% in number of the B Growth Shares (excluding any B Growth Shares held by a person who is at the relevant time a Leaver) who would have been entitled to vote at a separate meeting of the holders of B Growth Shares or with the sanction of a special resolution passed at a separate class meeting of the holders of the B Growth Shares. Any variation or abrogation which does not affect the class rights attaching to the B Growth Shares shall not require such consent.</p>

① Prescribed particulars of rights attached to shares

The particulars are:

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

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

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

Class of share	C GROWTH SHARES
Prescribed particulars	<p>7.13 The class rights attaching to the C Growth Shares may be varied or abrogated either with the consent in writing of the holders of at least 75% in number of the C Growth Shares (excluding any C Growth Shares held by a person who is at the relevant time a Leaver) who would have been entitled to vote at a separate meeting of the holders of C Growth Shares or with the sanction of a special resolution passed at a separate class meeting of the holders of the C Growth Shares. Any variation or abrogation which does not affect the class rights attaching to the C Growth Shares shall not require such consent.</p> <p>7.14 The class rights attaching to the Preference Shares may be varied or abrogated either with the consent in writing of the holders of at least 75% in number of the Preference Shares (excluding any Preference Shares held by a person who is at the relevant time a Leaver) who would have been entitled to vote at a separate meeting of the holders of Preference Shares or with the sanction of a special resolution passed at a separate class meeting of the holders of the Preference Shares. Any variation or abrogation which does not affect the class rights attaching to the Preference Shares shall not require such consent.</p> <p>7.15 Unless otherwise expressly provided by the terms of issue, the rights attaching to any class of Shares shall not be deemed to be varied or abrogated by:</p> <p>7.15.1 the creation, allotment or issue of further Shares or Securities convertible into Shares, ranking subsequent to, <i>pari passu</i> with, or in priority to them, subject to Article 4 (Share Issues), or the issue of any Securities by any Group Company to another Group Company, or the purchase or redemption by the Company of its own Shares in accordance with the Act and the Investment Agreement; or</p> <p>7.15.2 any alteration to these Articles made conditional upon, or otherwise in connection with, a Sale, a Listing, a Reorganisation or in connection with any matter referred to in Article 7.15.1.</p> <p>7.16 Notwithstanding any other provision in these Articles, if a Default Event has occurred the rights attaching to any of the Manager Shares as a class or separate classes may be varied by a special resolution of the Company in a general meeting or by a written resolution signed by the holders of 75 per cent in number of the Shares in issue at the relevant time (including Preference Shares but excluding any Equity Shares held by a person who is at that time a Leaver) provided that:</p>

① Prescribed particulars of rights attached to shares

The particulars are:

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

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

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

Class of share	C. GROWTH SHARES
Prescribed particulars	<p>7.16.1 such amendments to the rights attaching to the all or any of the Manager Shares do not have a Disproportionate Economic Effect in respect of the Shares held by Managers as compared to the Shares held by the Investors; and</p> <p>7.16.2 such amendments do not change the practical effect of the provisions of Article 13 (Leavers), Article 14 (Drag Along) and Article 15 (Tag Along) in so far as they apply to the Manager Shares and Article 12 (Permitted Transfers) as they apply to the Investors.</p> <p>8. REDEMPTION RIGHTS</p> <p>8.1 The Preference Shares, subject to any restrictions set out in the Act and the remaining provisions of this Article 8 and Article 26 (Overriding Provisions), may be redeemed by the Company if so directed by an Investor Direction.</p> <p>8.2 Where Preference Shares are to be redeemed in accordance with Article 8.1, the Company shall give to the holders of the Preference Shares falling to be redeemed prior notice in writing of the redemption (a "Company Redemption Notice"). The Company Redemption Notice shall specify the particular Preference Shares to be redeemed and the date fixed for redemption (which, in the case of a redemption immediately prior to an Exit, shall be the expected date for redemption) and shall be given not less than 20 nor more than 28 Business Days prior to the date fixed for redemption. In the case of a redemption immediately prior to an Exit, the Company Redemption Notice shall be conditional on such Exit occurring within one month of the date fixed for redemption, failing which the Company Redemption Notice shall be revoked.</p> <p>8.3 If the Company is unable, because of having insufficient Available Profits or because of the provisions of Article 26 (Overriding Provisions), to redeem in full the relevant number of Preference Shares on the date fixed for redemption, the Company shall redeem as many of such Preference Shares as can lawfully and properly be redeemed and the Company shall redeem the balance as soon as it is lawfully and properly able to do so. The Fixed Preference Dividend shall continue to accrue on the balance of those Preference Shares until such date of redemption.</p>

① Prescribed particulars of rights attached to shares

The particulars are:

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

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

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Notice of cancellation of shares

5	Statement of capital (prescribed particulars of rights attached to shares) ^①	
Class of share	C GROWTH SHARES	
Prescribed particulars	<p>8.4 If the Company is at any time redeeming fewer than all the Preference Shares from time to time in issue, the number of Shares to be redeemed shall (subject to any contrary requirement in a Shareholder Redemption Notice) be apportioned between those holders of the Preference Shares then in issue pro rata according to the number of Preference Shares held by them respectively at the date fixed for redemption.</p> <p>8.5 On the date fixed for redemption, each of the holders of the Preference Shares falling to be redeemed shall be bound to deliver to the Company, at the Company's registered office, the certificate(s) for such Preference Shares (or an indemnity, in a form reasonably satisfactory to the Board, in respect of any lost certificate) in order that the same may be cancelled. Upon such delivery, the Company shall pay to the holder (or, in the case of any joint holders, to the holder whose name stands first in the Company's register of members in respect of such Shares) the amount due to it in respect of such redemption against delivery of a proper receipt for the redemption monies.</p> <p>8.6 If any certificate delivered to the Company pursuant to Article 8.5 includes any Preference Shares not falling to be redeemed on the date fixed for redemption, a new certificate in respect of those Shares shall be issued to the holder(s) thereof as soon as practicable thereafter (and, in any event, within 20 Business Days thereafter).</p> <p>8.7 There shall be paid on the redemption of each Preference Share an amount equal to:</p> <p>8.7.1 100% of the Issue Price thereof; and</p> <p>8.7.2 all accruals and/or unpaid amounts of Fixed Preference Dividend (plus any interest thereon) in respect thereof, calculated down to and including the date of actual payment</p> <p>and such aggregate amount shall, subject to the Company having Available Profits or other monies which may be lawfully applied for such redemption, at that time become a debt due from and immediately payable by the Company to the holders of such Preference Shares.</p>	

① Prescribed particulars of rights attached to shares
The particulars are:

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

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

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Notice of cancellation of shares

5	Statement of capital (prescribed particulars of rights attached to shares) ^①	
Class of share	C GROWTH SHARES	
Prescribed particulars	<p>9. RIGHTS ON EXIT</p> <p>9.1 In the event of a Sale then, notwithstanding anything to the contrary in the terms and conditions governing such Sale, upon an Investor Direction, the selling Shareholders immediately prior to such Sale shall procure that the consideration (whenever received) shall be placed in a designated trustee account and shall be distributed amongst such selling Shareholders in such amounts and in such order of priority as would be applicable on a return of capital pursuant to Article 6 (Return of Capital Rights).</p> <p>9.2 In the event of a Listing, the Shares of each class shall, on the occurrence of such Listing, automatically be consolidated and/or subdivided and then redesignated into such number of Listing Shares and (if required) Deferred Shares as shall result in the aggregate value of such Shares being equal to the aggregate value as would have been received in respect of that class of Shares on a return of capital under Article 6 (Return of Capital Rights) on the basis that the Listing Shares are valued at the Listing Price and the Deferred Shares are valued at zero. The Listing Shares and the Deferred Shares shall be apportioned between the holders of the relevant class of Shares pro rata to the number of Shares of that class held by them (with fractional entitlements being dealt with as the Directors may deem to be appropriate).</p> <p>9.3 Any consolidation, subdivision and/or redesignation of Shares pursuant to Article 9.2 shall be made on the following terms:</p> <p>9.3.1 the consolidation, subdivision and/or redesignation shall take effect immediately prior to and conditional upon the occurrence of the relevant Listing at no cost to the holders of the Shares to be consolidated, subdivided and/or redesignated; and</p> <p>9.3.2 the Company shall issue to the relevant shareholders new certificates for the Listing Shares and Deferred Shares (save for any Deferred Shares which have been bought back within 2 months of conversion in accordance with Article 9.5) resulting from the consolidation, subdivision and/or redesignation.</p>	

- ① Prescribed particulars of rights attached to shares**
The particulars are:
- a. particulars of any voting rights, including rights that arise only in certain circumstances;
 - b. particulars of any rights, as respects dividends, to participate in a distribution;
 - c. particulars of any rights, as respects capital, to participate in a distribution (including on winding up); and
 - d. whether the shares are to be redeemed or are liable to be redeemed at the option of the company or the shareholder.
- A separate table must be used for each class of share.

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Notice of cancellation of shares

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

Class of share	C GROWTH SHARES	
Prescribed particulars	<p>9.4 Following any conversion of Shares pursuant to Article 9.2, the Company shall procure that all necessary steps are taken to ensure that such conversion is documented accurately and all filings and any other relevant formalities are complied with. Any resolution of the Shareholders which the Board (with Investor Consent) considers to be necessary or desirable to give effect to the pre-Listing reorganisation contemplated in Article 9.2 shall not constitute a variation of the rights attaching to any class of Shares.</p> <p>9.5 Any Deferred Shares shall (if the Board so resolves) at any time, and from time to time, either be transferred to a person nominated by the Board or (subject to the Act) be purchased by the Company in each case for an aggregate amount of £1 for all Deferred Shares then in issue.</p> <p>9.6 In the event of a Listing, it is anticipated and agreed that, with effect on the occurrence of such Listing and following the consolidation, subdivision and/or redesignation pursuant to Article 9.2, new articles of association containing such provisions as are confirmed by the Company's legal counsel as customary for the articles of association of a listed company and which are approved by the Board (with Investor Consent) and Shareholders by written resolution or in general meeting shall be adopted as the articles of association of the Company in substitution for, and to the exclusion of, these Articles. Any adoption of new articles of association in accordance with this Article 9.6 shall not constitute a variation of the rights attaching to any class of Shares.</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. <p>A separate table must be used for each class of share.</p>

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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 DCO

Company name Travers Smith LLP

Address 10 Snow Hill

Post town London

County/Region

Postcode E C 1 A 2 A L

Country

DX

Telephone



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.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