

SH01

Return of allotment of shares



Companies House



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

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

MONDAY



A08 *A5CHHQK1* 01/08/2016 #231
COMPANIES HOUSE

1 Company details

Company number 09915743

Company name in full ELEMENT MATERIALS TECHNOLOGY GROUP LIMITED

→ Filling in this form

Please complete in typescript or in
bold black capitals.

All fields are mandatory unless
specified or indicated by *

2 Allotment dates ¹

From Date d0 d7 m0 m7 y2 y0 y1 y6
To Date d d m m y y y y

① Allotment date

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

3 Shares allotted

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

② Currency

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

Currency ²	Class of shares (E.g. Ordinary/Preference etc.)	Number of shares allotted	Nominal value of each share	Amount paid (including share premium) on each share	Amount (if any) unpaid (including share premium) on each share
USD	A2 ORDINARY	2,728	\$0.0001	\$1.00	Nil
USD	PRIORITY	1,997,439	\$0.00001	\$1.00	Nil

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

Continuation page

Please use a continuation page if
necessary.

Details of non-cash
consideration.

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

N/A

SH01

Return of allotment of shares

4

Statement of capital

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

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

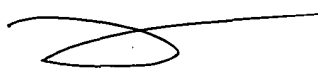
Please use a Statement of Capital continuation page if necessary.

Currency	Class of shares	Number of shares	Aggregate nominal value	Total aggregate amount
Complete a separate table for each currency	E.g. Ordinary/Preference etc.		(£, €, \$, etc) Number of shares issued multiplied by nominal value	unpaid, if any (£, €, \$, etc) Including both the nominal value and any share premium
Currency table A				
	SEE CONTINUATION PAGE			
	Totals			
Currency table B				
	Totals			
Currency table C				
	Totals			
Totals (including continuation pages)		Total number of shares	Total aggregate nominal value ❶	Total aggregate amount unpaid ❶
		370,024,713	\$4,870.72615	Nil

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

SH01

Return of allotment of shares

5	Statement of capital (prescribed particulars of rights attached to shares)	
	Please give the prescribed particulars of rights attached to shares for each class of share shown in the share capital tables in Section 4 .	
Class of share	PLEASE SEE CONTINUATION PAGE	
Prescribed particulars ①	PLEASE SEE CONTINUATION PAGE	
Class of share	PLEASE SEE CONTINUATION PAGE	
Prescribed particulars ①	PLEASE SEE CONTINUATION PAGE	
Class of share	PLEASE SEE CONTINUATION PAGE	
Prescribed particulars ①	PLEASE SEE CONTINUATION PAGE	
6	Signature	
	I am signing this form on behalf of the company.	
Signature	<div style="display: flex; align-items: center;"> <div style="margin-right: 20px;">Signature</div> <div style="text-align: center;">  </div> <div style="margin-left: 20px;">X</div> </div>	
	This form may be signed by: Director ②, Secretary, Person authorised ②, Administrator, Administrative receiver, Receiver, Receiver manager, CIC manager.	
	② Prescribed particulars of rights attached to shares The particulars are: a particulars of any voting rights, including rights that arise only in certain circumstances; b particulars of any rights, as respects dividends, to participate in a distribution; c particulars of any rights, as respects capital, to participate in a distribution (including on winding up); and d whether the shares are to be redeemed or are liable to be redeemed at the option of the company or the shareholder. A separate table must be used for each class of share. Continuation page Please use a Statement of Capital continuation page if necessary.	
	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. ② Person authorised Under either section 270 or 274 of the Companies Act 2006.	

SH01

Return of allotment of shares



Presenter information

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

Contact name	Charles Elsom
Company name	Shearman & Sterling (London) LLP
Address	9 Appold Street
Post town	London
County/Region	
Postcode	E C 2 A 2 A P
Country	United Kingdom
DX	
Telephone	02076555734



Checklist

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

Please make sure you have remembered the following:

- ☐ The company name and number match the information held on the public Register.
- ☐ You have shown the date(s) of allotment in section 2.
- ☐ You have completed all appropriate share details in section 3.
- ☐ You have completed the relevant sections of the statement of capital.
- ☐ You have signed the form.



Important information

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



Where to send

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

For companies registered in England and Wales:

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

For companies registered in Scotland:

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

For companies registered in Northern Ireland:

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



Further information

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

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

SH01 - continuation page

Return of allotment of shares

4

Statement of capital

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

Currency Complete a separate table for each currency	Class of shares E.g. Ordinary/Preference etc.	Number of shares	Aggregate nominal value (£, €, \$, etc) Number of shares issued multiplied by nominal value	Total aggregate amount unpaid, if any (£, €, \$, etc) Including both the nominal value and any share premium
USD	A1 ORDINARY	775,585	\$77.5585	
USD	A2 ORDINARY	25,871	\$2.5871	
USD	A3 ORDINARY	25,271	\$758.13	
USD	B ORDINARY	1,005,230	\$100.523	
USD	C ORDINARY	1	\$250.00	
USD	PRIORITY	368,192,755	\$3,681.92755	
Totals		370,024,713	\$4,870.72615	Nil

SH01 - continuation page

Return of allotment of shares

5	Statement of capital (prescribed particulars of rights attached to shares)	
Class of share	A1 ORDINARY	
Prescribed particulars	<p>Note: unless otherwise specified, capitalised terms used herein shall have the meaning given to them in the Articles of Association.</p> <p>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 Subject to Article 7.1.4 on a written resolution, every Shareholder holding one or more A1 Ordinary Shares and A3 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 A1 Ordinary Share and one vote for each A3 Ordinary Share held by him;</p> <p>7.1.2 Subject to Article 7.1.4, on a resolution to be passed at a general meeting of the Company on a show of hands, every qualifying person (as defined in section 318(3) of the Act) present shall, subject to section 323(4) of the Act, have one vote, save that, subject always to the provisions of Articles 7.4 and 7.6, a Shareholder, who only holds Priority Shares, A2 Ordinary Shares, B Ordinary Shares and/or the C Ordinary Shares shall not count as a qualifying person for the purposes of this Article 7.1.2.</p> <p>7.1.3 Subject to Article 7.1.4 on a resolution to be passed at a general meeting of the Company on a poll, every Shareholder holding one or more A1 Ordinary Shares, or A3 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 A1 Ordinary Share or A3 Ordinary Share of which he is the holder.</p> <p>7.1.4 Subject to Articles 14.11 and 7.1.5, each holder of A3 Ordinary Shares has, whether on a written resolution or (at a general meeting of the Company) on a show of hands or on a poll, such number of votes for the A3 Ordinary Shares (divided pro rata between the A3 Ordinary Shares held) so as to ensure that each holder of each such A3 Ordinary Shares may exercise (together with any voting rights such holder has pursuant to the holding of any other Shares), in aggregate, 5% of the votes in respect of such written resolution or general meeting (as the case may be) of the Company (such percentage to be calculated by reference to those other Shares the holders of which are entitled to vote on the relevant written resolution or are present and voting in respect of such Shares (as the case may be)), provided that if a holder of A3 Ordinary Shares has 5% or more of the voting rights as a result of</p>	

SH01 - continuation page

Return of allotment of shares

5	Statement of capital (prescribed particulars of rights attached to shares)	
Class of share	A1 ORDINARY	
Prescribed particulars	<p>his holding of other Shares, then the A3 Ordinary Shares held by such holder shall carry no voting rights.</p> <p>7.1.5 If in respect of any Relevant Resolution:</p> <p>(a) the board of directors of the Company has made a recommendation (in accordance with clause 6.4 of the Investment Agreement) to vote in favour of the Relevant Resolution;</p> <p>(b) a Relevant Manager fails to exercise the votes attaching to the A3 Ordinary Shares held by him (in whole or in part) in accordance with that recommendation;</p> <p>(c) the Relevant Resolution is not passed; and</p> <p>(d) but for the failure of that Relevant Manager (taken together with any equivalent failure by the other Relevant Manager in respect of their A3 Ordinary Shares) to vote in favour of that Relevant Resolution (but, for the avoidance of doubt, not as a result of their abstention from voting or non-attendance at the meeting at which the Relevant Resolution is proposed) the Relevant Resolution would have passed,</p> <p>the voting rights set out in Article 7.1.4 attaching to such A3 Ordinary Shares shall cease to have effect, and such A3 Ordinary Shares shall have no voting rights.</p> <p>7.1.6 On any Shareholder vote in respect of any resolution of the Company in order to effect an Emergency Issue or an issue of Follow-On Securities pursuant to Clause 2.5 of the Investment Agreement, the Shares held by the Investors shall confer on the Investors the right to exercise no less than 75% of the total number of votes of Shareholders exercisable at any general meeting of the Company, provided that, for the avoidance of doubt, this shall not affect the voting rights of the A3 Ordinary Shares as set out in Article 7.1.4.</p> <p>7.2 If at any time a Default Event has occurred and the Investors by an Investor Direction so direct, then:</p> <p>7.2.1 any A1 Ordinary Shares held by any person who is not an Investor 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 in the Company 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 the Priority Shares held by the Investors shall entitle each</p>	

SH01 - continuation page

Return of allotment of shares

5	Statement of capital (prescribed particulars of rights attached to shares)	
Class of share	A1 ORDINARY	
Prescribed particulars	<p>each holder thereof to vote on any written resolution of the Company and to attend and vote (whether on a show of hands or on a poll) at any general meeting of the Company and any separate class meeting.</p> <p>7.3 The Company shall send a copy of any notice received pursuant to Article 7.2 to all holders of A1 Ordinary Shares who are not an Investor for information purposes, but its failure to do so shall not affect the application of Article 7.2.</p> <p>7.4 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 arrangements with any person).</p> <p>7.5 For the avoidance of doubt, the provisions in Article 7.2 shall enable the holders of any A1 Ordinary Shares and Priority Shares in issue from time to time who are Investors to:</p> <p>7.5.1 consent to the holding of a general meeting of the Company or 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>7.5.2 pass written resolutions of the Company and/or a separate class pursuant to the Act, on the basis that such holders would constitute the only Shareholders who would be entitled to vote on a written resolution and/or class written resolution.</p> <p>7.6 The provisions of Article 7.7 shall apply (unless the Investors by an Investor Direction direct otherwise) if at any time:</p> <p>7.6.1 any Shareholder or his Permitted Transferee (other than an Investor) is in the reasonable opinion of the Majority Investors in material breach of any of the Equity Documents (without prejudice to the provisions of Article 12.3);</p> <p>7.6.2 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 Transferees are Shareholders or who is otherwise entitled to Shares held by a nominee or trustee on his behalf; or</p> <p>7.6.3 any person becomes a Leaver.</p> <p>7.7 Notwithstanding any other provisions of these Articles, if the provisions of this Article apply:</p>	

SH01 - continuation page

Return of allotment of shares

5	Statement of capital (prescribed particulars of rights attached to shares)	
Class of share	A1 ORDINARY	
Prescribed particulars	<p>7.7.1 the Shares which any such person referred to in Article 7.6 holds or to which he is entitled;</p> <p>7.7.2 any Shares formerly held by such person which have been transferred either in breach of the provisions of these Articles or in accordance with Article 13 (Permitted Transfers); and</p> <p>7.7.3 any Shares formerly held by a Family Member of such person referred to in Article 7.6 or the trustee of a Family Trust of such person referred to in Article 7.6 which have been transferred either in breach of the provisions of these Articles or in accordance with Article 13 (Permitted Transfers):</p> <p>shall immediately cease to entitle the holders thereof to:</p> <p>(a) subject to Articles 7.1.4 and 14 and save in the case of Good Leavers, Intermediate Leavers and No Fault Leavers only, 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:</p> <p>(i) in respect of any vote or meeting in connection with the variation of class rights or other equivalent rights; and</p> <p>(ii) where such rights are required to preserve the availability of certain tax reliefs available in the United Kingdom, and in which case such Good Leaver, Intermediate Leaver and No Fault Leaver shall be entitled to remain as a director of a Group Company selected by the Board with Investor Consent, provided that such Leaver is not a Leaver by reason of death or, in the reasonable opinion of the Investors, mental incapacity or permanent incapacity due to ill-health;</p> <p>(b) receive any information (beyond that required by law) to which they would have previously been entitled as a holder of Shares; or</p> <p>(c) exercise any transfer pursuant to Article 13 (Permitted Transfers) or right of pre-emption pursuant to Article 11 (Share Issues and Pre-emption Rights) in respect of such Shares.</p> <p>7.8 The provisions of Article 7.7 shall continue:</p> <p>7.8.1 in the case of Article 7.7.1, 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 arrangement or similar agreement with any person); or</p> <p>7.8.2 in the case of Articles 7.7.2 and 7.7.3, until such time as such person, and any Permitted Transferee of such person under Articles 13.1.1 and 13.1.2, ceases to be a Shareholder.</p> <p>DIVIDEND RIGHTS</p> <p>Subject to: (i) the Board recommending payment of the same; (ii) Investor Consent; and (iii) the remaining provisions of this Article 5, any Available Profits which the Company may determine to distribute in respect of any financial year shall be distributed amongst the holders of the Equity Shares (pari passu as if the same constituted one class of share) according to the number of such Shares held by the relevant Shareholder at the relevant time.</p>	

SH01 - continuation page

Return of allotment of shares

5	Statement of capital (prescribed particulars of rights attached to shares)	
Class of share	A1 ORDINARY	
Prescribed particulars	RETURN OF CAPITAL RIGHTS	
	<p>6.1 The rights as regards return of capital attaching to each class of Shares shall be as set out in this Article.</p> <p>6.2 On a return of capital on liquidation or otherwise (except on redemption or purchase by the Company of any Shares), the surplus assets of the Company remaining after the payment of its liabilities and all other payments to be made in priority (including, for the avoidance of doubt, any debts arising from non-payment of the Priority Amount and all other sums payable in priority) shall be applied in the following order:</p> <p>6.2.1 first, in paying to each holder of Priority Shares the Priority Subscription Amount and the Priority Amount for each Priority Share, in respect of which each such Priority Share shall rank pari passu, such that the distribution shall be paid pro rata to the relevant holder's holding of Priority Shares until such point as, in respect of any Priority Share, the Priority Subscription Amount and the Priority Amount have been paid;</p> <p>6.2.2 second, in paying to each holder of the Equity Shares the Issue Price of each Equity Share, in respect of which each such Equity Share shall rank pari passu (as if the Equity Shares constituted one class of share), such that the distribution shall be paid pro rata to the relevant holder's holding of Equity Shares;</p> <p>6.2.3 third, in paying to the holders of Equity Shares the aggregate sum of up to \$6,000,000,000 (six billion dollars), in respect of which each such Equity Share shall rank pari passu (as if the Equity Shares constituted one class of share) such that the distribution shall be paid pro rata to the relevant holder's holding of Equity Shares in accordance with Article 10;</p> <p>6.2.4 fourth, in paying to each holder of Deferred Shares (if any) in issue, an amount in respect of each Deferred Share held by them which is equal to the Issue Price of the Share from which such Deferred Share was converted; and</p> <p>6.2.5 the balance of such assets, if any, shall be distributed to the holders of the Equity Shares, in respect of which each such Equity Share shall rank pari passu (as if the Equity Shares constituted one class of share), such that the distribution shall be paid pro rata to the relevant holder's holding of Equity Shares provided that the maximum amount payable to the holders of A3 Ordinary Shares pursuant to this Article 6.2.5 shall not exceed £5,000 in aggregate.</p> <p>REDEMPTION</p> <p>The A1 Ordinary Shares are not liable to be redeemed at the option of the Company or any Shareholder.</p>	

SH01 - continuation page

Return of allotment of shares

5	Statement of capital (prescribed particulars of rights attached to shares)	
Class of share	A2 ORDINARY	
Prescribed particulars	<p>Note: unless otherwise specified, capitalised terms used herein shall have the meaning given to them in the Articles of Association.</p> <p>VOTING RIGHTS</p> <p>Subject to certain provisions in the Articles, the A2 Ordinary Shares do not carry voting rights.</p> <p>DIVIDEND RIGHTS</p> <p>Subject to: (i) the Board recommending payment of the same; (ii) Investor Consent; and (iii) the remaining provisions of this Article 5, any Available Profits which the Company may determine to distribute in respect of any financial year shall be distributed amongst the holders of the Equity Shares (pari passu as if the same constituted one class of share) according to the number of such Shares held by the relevant Shareholder at the relevant time.</p> <p>RETURN OF CAPITAL RIGHTS</p> <p>6.1 The rights as regards return of capital attaching to each class of Shares shall be as set out in this Article.</p> <p>6.2 On a return of capital on liquidation or otherwise (except on redemption or purchase by the Company of any Shares), the surplus assets of the Company remaining after the payment of its liabilities and all other payments to be made in priority (including, for the avoidance of doubt, any debts arising from non-payment of the Priority Amount and all other sums payable in priority) shall be applied in the following order:</p> <p>6.2.1 first, in paying to each holder of Priority Shares the Priority Subscription Amount and the Priority Amount for each Priority Share, in respect of which each such Priority Share shall rank pari passu, such that the distribution shall be paid pro rata to the relevant holder's holding of Priority Shares until such point as, in respect of any Priority Share, the Priority Subscription Amount and the Priority Amount have been paid;</p> <p>6.2.2 second, in paying to each holder of the Equity Shares the Issue Price of each Equity Share, in respect of which each such Equity Share shall rank pari passu (as if the Equity Shares constituted one class of share), such that the distribution shall be paid pro rata to the relevant holder's holding of Equity Shares;</p>	

SH01 - continuation page

Return of allotment of shares

5	Statement of capital (prescribed particulars of rights attached to shares)	
Class of share	A2 ORDINARY	
Prescribed particulars	<p>6.2.3 third, in paying to the holders of Equity Shares the aggregate sum of up to \$6,000,000,000 (six billion dollars), in respect of which each such Equity Share shall rank pari passu (as if the Equity Shares constituted one class of share) such that the distribution shall be paid pro rata to the relevant holder's holding of Equity Shares in accordance with Article 10;</p> <p>6.2.4 fourth, in paying to each holder of Deferred Shares (if any) in issue, an amount in respect of each Deferred Share held by them which is equal to the Issue Price of the Share from which such Deferred Share was converted; and</p> <p>6.2.5 the balance of such assets, if any, shall be distributed to the holders of the Equity Shares, in respect of which each such Equity Share shall rank pari passu (as if the Equity Shares constituted one class of share), such that the distribution shall be paid pro rata to the relevant holder's holding of Equity Shares provided that the maximum amount payable to the holders of A3 Ordinary Shares pursuant to this Article 6.2.5 shall not exceed £5,000 in aggregate.</p> <p>REDEMPTION</p> <p>The A2 Ordinary Shares are not liable to be redeemed at the option of the Company or any Shareholder.</p>	

SH01 - continuation page

Return of allotment of shares

5	Statement of capital (prescribed particulars of rights attached to shares)	
Class of share	A3 ORDINARY	
Prescribed particulars	<p>Note: unless otherwise specified, capitalised terms used herein shall have the meaning given to them in the Articles of Association.</p>	
	VOTING RIGHTS	
	<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 Subject to Article 7.1.4 on a written resolution, every Shareholder holding one or more A1 Ordinary Shares and A3 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 A1 Ordinary Share and one vote for each A3 Ordinary Share held by him;</p>	
	<p>7.1.2 Subject to Article 7.1.4, on a resolution to be passed at a general meeting of the Company on a show of hands, every qualifying person (as defined in section 318(3) of the Act) present shall, subject to section 323(4) of the Act, have one vote, save that, subject always to the provisions of Articles 7.4 and 7.6, a Shareholder, who only holds Priority Shares, A2 Ordinary Shares, B Ordinary Shares and/or the C Ordinary Shares shall not count as a qualifying person for the purposes of this Article 7.1.2.</p>	
	<p>7.1.3 Subject to Article 7.1.4 on a resolution to be passed at a general meeting of the Company on a poll, every Shareholder holding one or more A1 Ordinary Shares, or A3 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 A1 Ordinary Share or A3 Ordinary Share of which he is the holder.</p>	
	<p>7.1.4 Subject to Articles 14.11 and 7.1.5, each holder of A3 Ordinary Shares has, whether on a written resolution or (at a general meeting of the Company) on a show of hands or on a poll, such number of votes for the A3 Ordinary Shares (divided pro rata between the A3 Ordinary Shares held) so as to ensure that each holder of each such A3 Ordinary Shares may exercise (together with any voting rights such holder has pursuant to the holding of any other Shares), in aggregate, 5% of the votes in respect of such written resolution or general meeting (as the case may be) of the Company (such percentage to be calculated by reference to those other Shares the holders of which are entitled to vote on the relevant written resolution or are present and voting in respect of such Shares (as the case may be)), provided that if a holder of A3 Ordinary Shares has 5% or more of the voting rights as a result of</p>	

SH01 - continuation page

Return of allotment of shares

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Class of share	A3 ORDINARY	
Prescribed particulars	<p>his holding of other Shares, then the A3 Ordinary Shares held by such holder shall carry no voting rights.</p> <p>7.1.5 If in respect of any Relevant Resolution:</p> <p>(a) the board of directors of the Company has made a recommendation (in accordance with clause 6.4 of the Investment Agreement) to vote in favour of the Relevant Resolution;</p> <p>(b) a Relevant Manager fails to exercise the votes attaching to the A3 Ordinary Shares held by him (in whole or in part) in accordance with that recommendation;</p> <p>(c) the Relevant Resolution is not passed; and</p> <p>(d) but for the failure of that Relevant Manager (taken together with any equivalent failure by the other Relevant Manager in respect of their A3 Ordinary Shares) to vote in favour of that Relevant Resolution (but, for the avoidance of doubt, not as a result of their abstention from voting or non-attendance at the meeting at which the Relevant Resolution is proposed) the Relevant Resolution would have passed,</p> <p>the voting rights set out in Article 7.1.4 attaching to such A3 Ordinary Shares shall cease to have effect, and such A3 Ordinary Shares shall have no voting rights.</p> <p>7.1.6 On any Shareholder vote in respect of any resolution of the Company in order to effect an Emergency Issue or an issue of Follow-On Securities pursuant to Clause 2.5 of the Investment Agreement, the Shares held by the Investors shall confer on the Investors the right to exercise no less than 75% of the total number of votes of Shareholders exercisable at any general meeting of the Company, provided that, for the avoidance of doubt, this shall not affect the voting rights of the A3 Ordinary Shares as set out in Article 7.1.4.</p> <p>7.2 If at any time a Default Event has occurred and the Investors by an Investor Direction so direct, then:</p> <p>7.2.1 any A1 Ordinary Shares held by any person who is not an Investor 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 in the Company 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 the Priority Shares held by the Investors shall entitle each</p>	

SH01 - continuation page

Return of allotment of shares

5	Statement of capital (prescribed particulars of rights attached to shares)	
Class of share	A3 ORDINARY	
Prescribed particulars	<p>holder thereof to vote on any written resolution of the Company and to attend and vote (whether on a show of hands or on a poll) at any general meeting of the Company and any separate class meeting.</p> <p>7.3 The Company shall send a copy of any notice received pursuant to Article 7.2 to all holders of A1 Ordinary Shares who are not an Investor for information purposes, but its failure to do so shall not affect the application of Article 7.2.</p> <p>7.4 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 arrangements with any person).</p> <p>7.5 For the avoidance of doubt, the provisions in Article 7.2 shall enable the holders of any A1 Ordinary Shares and Priority Shares in issue from time to time who are Investors to:</p> <p>7.5.1 consent to the holding of a general meeting of the Company or 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>7.5.2 pass written resolutions of the Company and/or a separate class pursuant to the Act, on the basis that such holders would constitute the only Shareholders who would be entitled to vote on a written resolution and/or class written resolution.</p> <p>7.6 The provisions of Article 7.7 shall apply (unless the Investors by an Investor Direction direct otherwise) if at any time:</p> <p>7.6.1 any Shareholder or his Permitted Transferee (other than an Investor) is in the reasonable opinion of the Majority Investors in material breach of any of the Equity Documents (without prejudice to the provisions of Article 12.3);</p> <p>7.6.2 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 Transferees are Shareholders or who is otherwise entitled to Shares held by a nominee or trustee on his behalf; or</p> <p>7.6.3 any person becomes a Leaver.</p> <p>7.7 Notwithstanding any other provisions of these Articles, if the provisions of this Article apply:</p>	

SH01 - continuation page

Return of allotment of shares

5	Statement of capital (prescribed particulars of rights attached to shares)	
Class of share	A3 ORDINARY	
Prescribed particulars	<p>7.7.1 the Shares which any such person referred to in Article 7.6 holds or to which he is entitled;</p> <p>7.7.2 any Shares formerly held by such person which have been transferred either in breach of the provisions of these Articles or in accordance with Article 13 (Permitted Transfers); and</p> <p>7.7.3 any Shares formerly held by a Family Member of such person referred to in Article 7.6 or the trustee of a Family Trust of such person referred to in Article 7.6 which have been transferred either in breach of the provisions of these Articles or in accordance with Article 13 (Permitted Transfers):</p> <p>shall immediately cease to entitle the holders thereof to:</p> <p>(a) subject to Articles 7.1.4 and 14 and save in the case of Good Leavers, Intermediate Leavers and No Fault Leavers only, 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:</p> <p>(i) in respect of any vote or meeting in connection with the variation of class rights or other equivalent rights; and</p> <p>(ii) where such rights are required to preserve the availability of certain tax reliefs available in the United Kingdom, and in which case such Good Leaver, Intermediate Leaver and No Fault Leaver shall be entitled to remain as a director of a Group Company selected by the Board with Investor Consent, provided that such Leaver is not a Leaver by reason of death or, in the reasonable opinion of the Investors, mental incapacity or permanent incapacity due to ill-health;</p> <p>(b) receive any information (beyond that required by law) to which they would have previously been entitled as a holder of Shares; or</p> <p>(c) exercise any transfer pursuant to Article 13 (Permitted Transfers) or right of pre-emption pursuant to Article 11 (Share Issues and Pre-Emption Rights) in respect of such Shares.</p> <p>7.8 The provisions of Article 7.7 shall continue:</p> <p>7.8.1 in the case of Article 7.7.1, 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 arrangement or similar agreement with any person); or</p> <p>7.8.2 in the case of Articles 7.7.2 and 7.7.3, until such time as such person, and any Permitted Transferee of such person under Articles 13.1.1 and 13.1.2, ceases to be a Shareholder.</p> <p>DIVIDEND RIGHTS</p> <p>Subject to: (i) the Board recommending payment of the same; (ii) Investor Consent; and (iii) the remaining provisions of this Article 5, any Available Profits which the Company may determine to distribute in respect of any financial year shall be distributed amongst the holders of the Equity Shares (pari passu as if the same constituted one class of share) according to the number of such Shares held by the relevant Shareholder at the relevant time.</p>	

SH01 - continuation page

Return of allotment of shares

5	Statement of capital (prescribed particulars of rights attached to shares)	
Class of share	A3 ORDINARY	
Prescribed particulars	RETURN OF CAPITAL RIGHTS	
	6.1 The rights as regards return of capital attaching to each class of Shares shall be as set out in this Article.	
	6.2 On a return of capital on liquidation or otherwise (except on redemption or purchase by the Company of any Shares), the surplus assets of the Company remaining after the payment of its liabilities and all other payments to be made in priority (including, for the avoidance of doubt, any debts arising from non-payment of the Priority Amount and all other sums payable in priority) shall be applied in the following order:	
	6.2.1 first, in paying to each holder of Priority Shares the Priority Subscription Amount and the Priority Amount for each Priority Share, in respect of which each such Priority Share shall rank pari passu, such that the distribution shall be paid pro rata to the relevant holder's holding of Priority Shares until such point as, in respect of any Priority Share, the Priority Subscription Amount and the Priority Amount have been paid;	
	6.2.2 second, in paying to each holder of the Equity Shares the Issue Price of each Equity Share, in respect of which each such Equity Share shall rank pari passu (as if the Equity Shares constituted one class of share), such that the distribution shall be paid pro rata to the relevant holder's holding of Equity Shares;	
	6.2.3 third, in paying to the holders of Equity Shares the aggregate sum of up to \$6,000,000,000 (six billion dollars), in respect of which each such Equity Share shall rank pari passu (as if the Equity Shares constituted one class of share) such that the distribution shall be paid pro rata to the relevant holder's holding of Equity Shares in accordance with Article 10;	
	6.2.4 fourth, in paying to each holder of Deferred Shares (if any) in issue, an amount in respect of each Deferred Share held by them which is equal to the Issue Price of the Share from which such Deferred Share was converted; and	
	6.2.5 the balance of such assets, if any, shall be distributed to the holders of the Equity Shares, in respect of which each such Equity Share shall rank pari passu (as if the Equity Shares constituted one class of share), such that the distribution shall be paid pro rata to the relevant holder's holding of Equity Shares provided that the maximum amount payable to the holders of A3 Ordinary Shares pursuant to this Article 6.2.5 shall not exceed £5,000 in aggregate.	
	REDEMPTION	
	The A3 Ordinary Shares are not liable to be redeemed at the option of the Company or any Shareholder.	

SH01 - continuation page

Return of allotment of shares

5	Statement of capital (prescribed particulars of rights attached to shares)	
Class of share	B ORDINARY	
Prescribed particulars	<p>Note: unless otherwise specified, capitalised terms used herein shall have the meaning given to them in the Articles of Association.</p> <p>VOTING RIGHTS</p> <p>Subject to certain exceptions in the Articles, the B Ordinary Shares will entitle the holders thereof to:</p> <p>receive a copy of any written resolution circulated to eligible members (as defined under the Act) at the same time as the resolution is so circulated but not to vote on such a resolution; and</p> <p>receive notice of all general meetings but not to attend or vote at any general meeting.</p> <p>DIVIDEND RIGHTS</p> <p>5.1 Subject to: (i) the Board recommending payment of the same; (ii) Investor Consent; and (iii) the remaining provisions of this Article 5, any Available Profits which the Company may determine to distribute in respect of any financial year shall be distributed amongst the holders of the Equity Shares (pari passu as if the same constituted one class of share) according to the number of such Shares held by the relevant Shareholder at the relevant time.</p> <p>RETURN OF CAPITAL RIGHTS</p> <p>6.1 The rights as regards return of capital attaching to each class of Shares shall be as set out in this Article.</p> <p>6.2 On a return of capital on liquidation or otherwise (except on redemption or purchase by the Company of any Shares), the surplus assets of the Company remaining after the payment of its liabilities and all other payments to be made in priority (including, for the avoidance of doubt, any debts arising from non-payment of the Priority Amount and all other sums payable in priority) shall be applied in the following order:</p> <p>6.2.1 first, in paying to each holder of Priority Shares the Priority Subscription Amount and the Priority Amount for each Priority Share, in respect of which each such Priority Share shall rank pari passu, such that the distribution shall be paid pro rata to the relevant holder's holding of Priority Shares until such point as, in respect of any Priority Share, the Priority Subscription Amount and the Priority Amount have been paid;</p>	

SH01 - continuation page

Return of allotment of shares

5	Statement of capital (prescribed particulars of rights attached to shares)	
Class of share	B ORDINARY	
Prescribed particulars	<p>6.2.2 second, in paying to each holder of the Equity Shares the Issue Price of each Equity Share, in respect of which each such Equity Share shall rank pari passu (as if the Equity Shares constituted one class of share), such that the distribution shall be paid pro rata to the relevant holder's holding of Equity Shares;</p> <p>6.2.3 third, in paying to the holders of Equity Shares the aggregate sum of up to \$6,000,000,000 (six billion dollars), in respect of which each such Equity Share shall rank pari passu (as if the Equity Shares constituted one class of share) such that the distribution shall be paid pro rata to the relevant holder's holding of Equity Shares in accordance with Article 10;</p> <p>6.2.4 fourth, in paying to each holder of Deferred Shares (if any) in issue, an amount in respect of each Deferred Share held by them which is equal to the Issue Price of the Share from which such Deferred Share was converted; and</p> <p>6.2.5 the balance of such assets, if any, shall be distributed to the holders of the Equity Shares, in respect of which each such Equity Share shall rank pari passu (as if the Equity Shares constituted one class of share), such that the distribution shall be paid pro rata to the relevant holder's holding of Equity Shares provided that the maximum amount payable to the holders of A3 Ordinary Shares pursuant to this Article 6.2.5 shall not exceed £5,000 in aggregate.</p> <p>REDEMPTION OF REPURCHASE</p> <p>8.1 The Company shall, upon a written request from a holder of B Ordinary Shares made within the period of six months from the date of an issue of, or transfer to a holder of B Ordinary Shares from an Employee Trust of, B Ordinary Shares (a "B Share Redemption Request"), either redeem, repurchase or procure the acquisition of, from a holder of one or more B Ordinary Shares who is not a Leaver, the B Ordinary Shares issued to such person on such date (the "Relevant B Shares") (including all such Relevant B Shares held by such person's Permitted Transferees on such date, if any) for the aggregate price of £2,500.</p> <p>8.2 If Relevant B Shares are to be repurchased, redeemed or acquired under Article 8.1, the holder of such Relevant B Shares must, together with his B Share Redemption Request, deliver to the Company at its registered office:</p> <p>8.2.1 the share certificate(s) (to the extent the same has been issued by the Company) for the B Ordinary Shares which are due to</p>	

SH01 - continuation page

Return of allotment of shares

5	Statement of capital (prescribed particulars of rights attached to shares)	
Class of share	B ORDINARY	
Prescribed particulars	<p>be repurchased, redeemed or acquired (or an indemnity in lieu thereof on terms reasonably satisfactory to the Board);</p> <p>8.2.2 a transfer form validly executed in blank (with respect to the transferee and date) in respect of the Relevant B Shares which are due to be repurchased, redeemed or acquired; and</p> <p>8.2.3 such other documents as the Board may reasonably require to effect the repurchase, redemption or acquisition (as applicable),</p> <p>and to the extent that the Relevant B Shares are transferred or acquired, the holder shall ensure all such Relevant B Shares are free from all Encumbrances and such transfer is with full title guarantee.</p> <p>8.3 The Company shall not be obliged to redeem, repurchase or procure the acquisition of any Relevant B Shares pursuant to Article 8.1 unless the B Share Redemption Request is received by the Company within six months of issue of, or transfer to a holder of B Ordinary Shares from an Employee Trust of, the Relevant B Shares.</p> <p>8.4 Article 11 (Share Issues and Pre-Emption Rights) and Article 12 (Prohibited Transfers) shall not apply to any transfer of Relevant B Shares pursuant to Article 8.1 which, for the avoidance of doubt, shall be a Permitted Transfer for the purpose of Article 13 and which the Company shall be obliged to register.</p>	

SH01 - continuation page

Return of allotment of shares

5	Statement of capital (prescribed particulars of rights attached to shares)	
Class of share	C ORDINARY	
Prescribed particulars	<p>Note: unless otherwise specified, capitalised terms used herein shall have the meaning given to them in the Articles of Association.</p> <p>VOTING RIGHTS</p> <p>Subject to certain provisions in the Articles, the C Ordinary Shares do not carry voting rights.</p> <p>DIVIDEND RIGHTS</p> <p>5.1 Subject to: (i) the Board recommending payment of the same; (ii) Investor Consent; and (iii) the remaining provisions of this Article 5, any Available Profits which the Company may determine to distribute in respect of any financial year shall be distributed amongst the holders of the Equity Shares (pari passu as if the same constituted one class of share) according to the number of such Shares held by the relevant Shareholder at the relevant time.</p> <p>RETURN OF CAPITAL RIGHTS</p> <p>6.1 The rights as regards return of capital attaching to each class of Shares shall be as set out in this Article.</p> <p>6.2 On a return of capital on liquidation or otherwise (except on redemption or purchase by the Company of any Shares), the surplus assets of the Company remaining after the payment of its liabilities and all other payments to be made in priority (including, for the avoidance of doubt, any debts arising from non-payment of the Priority Amount and all other sums payable in priority) shall be applied in the following order:</p> <p>6.2.1 first, in paying to each holder of Priority Shares the Priority Subscription Amount and the Priority Amount for each Priority Share, in respect of which each such Priority Share shall rank pari passu, such that the distribution shall be paid pro rata to the relevant holder's holding of Priority Shares until such point as, in respect of any Priority Share, the Priority Subscription Amount and the Priority Amount have been paid;</p>	

SH01 - continuation page
Return of allotment of shares

5	Statement of capital (prescribed particulars of rights attached to shares)	
Class of share	C ORDINARY	
Prescribed particulars	<p>6.2.2 second, in paying to each holder of the Equity Shares the Issue Price of each Equity Share, in respect of which each such Equity Share shall rank pari passu (as if the Equity Shares constituted one class of share), such that the distribution shall be paid pro rata to the relevant holder's holding of Equity Shares;</p> <p>6.2.3 third, in paying to the holders of Equity Shares the aggregate sum of up to \$6,000,000,000 (six billion dollars), in respect of which each such Equity Share shall rank pari passu (as if the Equity Shares constituted one class of share) such that the distribution shall be paid pro rata to the relevant holder's holding of Equity Shares in accordance with Article 10;</p> <p>6.2.4 fourth, in paying to each holder of Deferred Shares (if any) in issue, an amount in respect of each Deferred Share held by them which is equal to the Issue Price of the Share from which such Deferred Share was converted; and</p> <p>6.2.5 the balance of such assets, if any, shall be distributed to the holders of the Equity Shares, in respect of which each such Equity Share shall rank pari passu (as if the Equity Shares constituted one class of share), such that the distribution shall be paid pro rata to the relevant holder's holding of Equity Shares provided that the maximum amount payable to the holders of A3 Ordinary Shares pursuant to this Article 6.2.5 shall not exceed £5,000 in aggregate.</p> <p>REDEMPTION</p> <p>The C Ordinary Shares are not liable to be redeemed at the option of the Company or any Shareholder.</p>	

SH01 - continuation page

Return of allotment of shares

5	Statement of capital (prescribed particulars of rights attached to shares)	
Class of share	PRIORITY	
Prescribed particulars	<p>Note: unless otherwise specified, capitalised terms used herein shall have the meaning given to them in the Articles of Association.</p> <p>VOTING RIGHTS</p> <p>Subject to certain exceptions in the Articles, the Priority Shares will entitle the holders thereof to:</p> <p>receive a copy of any written resolution circulated to eligible members (as defined under the Act) at the same time as the resolution is so circulated but not to vote on such a resolution; and</p> <p>receive notice of all general meetings but not to attend or vote at any general meeting.</p> <p>DIVIDEND RIGHTS</p> <p>The Priority Shares shall have no right to participate in any distribution which the Company may determine with respect to any other Shares, but, subject to the Board (acting reasonably) recommending payment of the same (and without prejudice to Article 5.1), the Company may determine to distribute any Available Profits amongst the holders of the Priority Shares (according to the number of such Shares held) up to an amount equal to the Priority Amount as at the time of any such distribution.</p> <p>RETURN OF CAPITAL RIGHTS</p> <p>6.1 The rights as regards return of capital attaching to each class of Shares shall be as set out in this Article.</p> <p>6.2 On a return of capital on liquidation or otherwise (except on redemption or purchase by the Company of any Shares), the surplus assets of the Company remaining after the payment of its liabilities and all other payments to be made in priority (including, for the avoidance of doubt, any debts arising from non-payment of the Priority Amount and all other sums payable in priority) shall be applied in the following order:</p> <p>6.2.1 first, in paying to each holder of Priority Shares the Priority Subscription Amount and the Priority Amount for each Priority Share, in respect of which each such Priority Share shall rank <i>pari passu</i>, such that the distribution shall be paid <i>pro rata</i> to the relevant holder's holding of Priority Shares until such point as, in respect of any Priority Share, the Priority Subscription Amount and the Priority Amount have been paid;</p>	

SH01 - continuation page

Return of allotment of shares

5	Statement of capital (prescribed particulars of rights attached to shares)	
Class of share	PRIORITY	
Prescribed particulars	<p>6.2.2 second, in paying to each holder of the Equity Shares the Issue Price of each Equity Share, in respect of which each such Equity Share shall rank pari passu (as if the Equity Shares constituted one class of share), such that the distribution shall be paid pro rata to the relevant holder's holding of Equity Shares;</p> <p>6.2.3 third, in paying to the holders of Equity Shares the aggregate sum of up to \$6,000,000,000 (six billion dollars), in respect of which each such Equity Share shall rank pari passu (as if the Equity Shares constituted one class of share) such that the distribution shall be paid pro rata to the relevant holder's holding of Equity Shares in accordance with Article 10;</p> <p>6.2.4 fourth, in paying to each holder of Deferred Shares (if any) in issue, an amount in respect of each Deferred Share held by them which is equal to the Issue Price of the Share from which such Deferred Share was converted; and</p> <p>6.2.5 the balance of such assets, if any, shall be distributed to the holders of the Equity Shares, in respect of which each such Equity Share shall rank pari passu (as if the Equity Shares constituted one class of share), such that the distribution shall be paid pro rata to the relevant holder's holding of Equity Shares provided that the maximum amount payable to the holders of A3 Ordinary Shares pursuant to this Article 6.2.5 shall not exceed £5,000 in aggregate.</p> <p>REDEMPTION</p> <p>The Priority Shares are not liable to be redeemed at the option of the Company or any Shareholder.</p>	