

### SHU 1 Return of allotment of shares





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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 You cannot use this form notice of shares taken be on formation of the confor an allotment of a ne shares by an unlimited



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11/02/2020

#371

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1	Company details				10 To	
Company number	0 9 9 1 5 7 4	3		→ Filling in this form Please complete in typescript or i		
ompany name in full	ELEMENT MATERIALS TECHNO	ELEMENT MATERIALS TECHNOLOGY GROUP LIMITED			pitals.	
				All fields are specified or in	mandatory unless ndicated by *	
2	Allotment dates •					
rom Date	3 0 0 <u>7</u> 2	<sup>7</sup> 0   <sup>7</sup> 2   <sup>7</sup> 0		• Allotment d		
o Date	d d m m y	y   y   y	·.		vere allotted on the er that date in the	
•		, ,			ox. If shares were a period of time,	
					h 'from date' and 'to	
3	Shares allotted					
	Please give details of the shares allo (Please use a continuation page if ne		s shares.	O Currency If currency de completed we is in pound st	e will assume currenc	
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) or each share	
USD	B Priority	669,402	0.00000001	1.00	0.00	
USD	A2 Ordinary	937	0.0001	672.99	0.00	
USD	B3 Ordinary	5,257	0.0001	1.00	0.00	
	If the allotted shares are fully or part state the consideration for which the			Continuation Please use a conecessary.	i page ontinuation page if	
Details of non-cash consideration.						
a PLC, please attach						
aluation report (if ppropriate)			<b>'.</b>			
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	·					

### SH01 Return of allotment of shares

4	Statement of capital			
	Complete the table(s) below to show the iss	sued share capital at the	date to which this return	is made up.
	Complete a separate table for each cur table A' and Euros in 'Currency table B'.	rency (if appropriate).	For example, add pound	I sterling in 'Currency
	Please use a Statement of Capital continuat	tion page if necessary.		
Currency	Class of shares	Number of shares	Aggregate nominal value (£, €, \$, etc)	Total aggregate amoun unpaid, if any (£, €, \$, et
Complete a separate table for each currency	E.g. Ordinary/Preference etc.		Number of shares issued multiplied by nominal value	Including both the nominal value and any share premiu
Currency table A		'		
USD	Please see the continuation pages			
	Totals	;		
Currency table B				7
				-
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		<u> </u>		
	Totals	5		
Currency table C				
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	₩- 4 - 1			<u> </u>
	Totals	<u> </u>		<u></u>
	·	Total number	Total aggregate	Total aggregate
	Totals (including continuation	of shares	nominal value •	amount unpaid •

 $oldsymbol{\Theta}$  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 atta class of share shown in the share capital tables in		OPrescribed particulars of rights attached to shares			
Class of share	Please see continuation sheets		The particulars are: a particulars of any voting rights,			
Prescribed particulars			including rights that arise only in certain circumstances;			
0			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			
Class of share			each class of share.			
Prescribed particulars  •			Continuation page Please use a Statement of Capital continuation page if necessary.			
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Class of share .						
Prescribed particulars  •						
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6	Signature					
	I am signing this form on behalf of the company.	·	O Societas Europaea			
Signature	Signature X	×	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.			
	This form may be signed by: Director <b>9</b> , Secretary, Person authorised <b>9</b> , Adminis Receiver, Receiver manager, CIC manager.	strator, Administrative receiver,	● Person authorised Under either section 270 or 274 of the Companies Act 2006.			

#### 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	Beth Tulley
Company name	Allen & Overy LLP
Address	One Bishop Square
Post town	London
County/Region	London
Postcode	E 1 6 A D
Country	United Kingdom
DX	
Telephone	020 3088 2505

#### 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.

#### I 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, BTZ 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

3 Shares allotted							
*	Please give details	of the shares allotted, including bonus shares.  O Currency If currency det completed we is in pound ste				tails are not e will assume currency erling.	
Class of shares (E.g. Ordinary/Preference etc.	.)	Currency ②	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	
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## SH01 - continuation page Return of allotment of shares

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

Details of non-cash consideration.

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

N/A

## SH01 - continuation page Return of allotment of shares

#### Statement of capital

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

Currency	Class of shares	Number of shares		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 premiu
USD	A Priority	368,192,755	US\$3,681.92755	
USD	B Priority	208,266,461	US\$2.08266461	
USD	Al Ordinary	784,208	US\$78.4208	3
USD	A2 Ordinary	50,925	US\$5.0925	
USD	A3 Ordinary	20,110	US\$603.30	
USD	A4 Ordinary	259,068	US\$0.259068	
USD	B Ordinary	1,460,713	US\$146.0713	
USD	B1 Ordinary	64,924	US\$6.4924	
USD	B2 Ordinary	64,656	US\$6.4656	
USD	B3 Ordinary	64,656	US\$6.4656	
USD	C Ordinary	4	US\$1,000.00	-
USD	M Ordinary	100	US\$0.01	
USD	A1A Ordinary	5,161	US154.83	
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	Totals	579,233,741	US\$5,691.41748261	US\$0.00

### SH01 - continuation page Return of allotment of shares

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

Class of share

A Priority

Prescribed particulars

The Priority Shares do not entitle the holder to vote; the Priority Shares have no right to participate in any distribution with respect of any other Shares but 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 such distribution; on a return of capital the surplus assets remaining after the payment of its liabilities and all other payments to be made in priority to each holder of Priority Shares the Priority Subscription Amount and the Priority Amount for each 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 each Priority Share, the Priority Subscription Amount and the Priority Amount have been paid; they do not confer any rights of redemption.

	- Statement	or capital (prescribed pa	rticulars of rights attached	to snares)	
Class of share	B Priority				
Prescribed particulars	have no right	Shares do not entitle the holde to participate in any distribut			
•	Shares but 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 such distribution; on a return of capital the surplus assets remaining after the payment of its liabilities and all other payments to be made in priority to each holder of Priority Shares the Priority Subscription Amount				
	that the distr	ibution shall be paid pro rata t	hare shall rank pari passu, such the relevant holder's holding pect of each Priority Share, the		
		onfer any rights of redemption			
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5	Statement of	capitai (prescribed par	ticulars of rights attached	to shar	es)	•
Class of share	A1 Ordinary		•	·		
Prescribed particulars	···					
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5	Statement o	f capital (prescribed parti	iculars of rights attached	to shares)
lass of share	A2 Ordinary			
rescribed particulars	on those Share (other than th distributions ( Equity Shares equal to the Pr	ary Shares have no voting rights on a pro-rata basis with all ho e B2 Ordinary Shares); the right including on winding up) exists after first paying the holders of ciority Subscription Amount an Priority Share. They do not co		
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5	Statement of capital (prescribed	particulars of rights attached	to shares)
Class of share	A3 Ordinary		
Prescribed particulars	The A3 Ordinary Shares have attached to receive dividends on those Shares on a page Equity Shares (other than the B2 Ordination in capital distributions (including on with the Equity Shares after first paying	oro-rata basis with all holders of the ary Shares); the right to participate nding up) exists on a pro-rata basis	
	an amount equal to the Priority Subscription  Amount in respect of each Priority Share	ption Amount and the Priority	
	maximum of £5,000 in aggregate. They	•	
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5	Statement of capital (prescribed parti	culars of rights attached	to shares)	
Class of share	A4 Ordinary			
Prescribed particulars	receive dividends on those Shares on a pro-rat Equity Shares (other than the B2 Ordinary Sha in capital distributions (including on winding with the Equity Shares after first paying the ho an amount equal to the Priority Subscription A	Ordinary Shares have attached to them full voting rights; entitled to dividends on those Shares on a pro-rata basis with all holders of the Shares (other than the B2 Ordinary Shares); the right to participate al distributions (including on winding up) exists on a pro-rata basis e Equity Shares after first paying the holders of the Priority Shares unt equal to the Priority Subscription Amount and the Priority t in respect of each Priority Share. They do not confer rights of		
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	to shares)				
Class of share	B Ordinary	·			
Prescribed particulars	The B Ordinary Shares have no voting rights on those Shares on a pro-rata basis with all h (other than the B2 Ordinary Shares); the righ distributions (including on winding up) exist Equity Shares after first paying the holders of	olders of the Equity Shares  of to participate in capital  ts on a pro-rata basis with the  f the Priority Shares an amount			
	equal to the Priority Subscription Amount as respect of each Priority Share. Rights of rede				
•	respect of each Priority Share. Rights of rede	inplion exist.			
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	Statement of capital (prescribed partic		·
Class of share	BI Ordinary		
rescribed particulars	The B1 Ordinary Shares have no voting rights; on those Shares on a pro-rata basis with all hold (other than the B2 Ordinary Shares); the right t distributions (including on winding up) exists of Equity Shares after first paying the holders of the state		
	equal to the Priority Subscription Amount and respect of each Priority Share. Rights of redemp		
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	Justenient of	capital (prescribed pa	i ticulais of fights a		10 3110163/	•
lass of share	B2 Ordinary					
rescribed particulars	The B2 Ordinary Shares have no voting rights; no entitlement to dividends; the right to participate in capital distribution (including on winding up) exists on a pro rata basis with the Equity Shares up to a maximum amount of USS20 per B2 Ordinary Share, after first paying the holders of the				. •	
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	any rights of re	demption.	•.			
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rescribed particulars TS	Shares are entitled with all holders of he right to partic exists, subject to t \$20 per B2 Ordin first paying the ho	olders of the Priorition Amount and the	ds on those sh (other than the ribution (inclu rdinary Shares rata basis with ry Shares an am	ares on a pro e B2 Ordinary Iding on wind first having r I the Equity Sl	rata basis  Shares); ling up) eceived US				
S W U e S	Shares are entitled with all holders of he right to partic exists, subject to to \$20 per B2 Ordin first paying the ho Priority Subscript	I to receive dividen I the Equity Shares ipate in capital dist he holders of B2 O ary Share, on a pro olders of the Priorit ion Amount and th	ds on those sh (other than the ribution (inclu rdinary Shares rata basis with ry Shares an am	ares on a pro e B2 Ordinary Iding on wind first having r I the Equity Sl	rata basis  Shares); ling up) eceived US				
) fi	irst paying the ho Priority Subscript	olders of the Priorition Amount and the	y Shares an an		hares, after				
	riority Snare; the	ev do not conier an		\$20 per B2 Ordinary Share, on a pro rata basis with the Equity Shares, after first paying the holders of the Priority Shares an amount equal to the Priority Subscription Amount and the Priority Amount in respect of each					
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5	Statement of capital (prescribed particulars of rights attache	d to shares)
Class of share	C Ordinary	
Prescribed particulars	The C Ordinary Shares have no voting rights; entitled to receive dividends on those Shares on a pro-rata basis with all holders of the Equity Shares (other than the B2 Ordinary Shares); the right to participate in capital distributions (including on winding up) exists on a pro-rata basis with the Equity Shares after first paying the holders of the Priority Shares an amount	
	equal to the Priority Subscription Amount and the Priority Amount in respect of each Priority Share. They do not confer rights of redemption.	
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Prescribed particulars  The M Ordinary Shares have no voting rights; not entitled to receive dividends on those Shares: the right to participate in capital distributions (including on winding up) exists and on 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 Arnount and all other sums payable in priority) shall be first applied to the M Ordinary Shares: (a) in connection with a sale of a Sale Controlling Interest where the Majority Investors exectise their rights pursuant to Article 15 that is completed on or prior to 13 February 2021, in paying to the holders of the M Ordinary Shares such aggregate gross amount (if any) as would, when taken together with all other gross proceeds payable to the Minority Investors and the Minority Investors sociates (taken together) in respect of the Securities held by them in connection with such sale (which, in the case of non-cash proceeds, shall be taken as an amount equal to the value of those non-cash proceeds, shall be taken as an amount equal to the value of those non-cash proceeds as determined by agreement between the Majority Investors and the Minority Investors or, in the absence of such agreement, the Independent Expert), provide the Minority Investors and the Minority Investor Associates (taken together) with an IRR of 15% (such payment to be paid pro rata to the relevant holder's holding of M Ordinary Shares); or (b) in connection with a sale of a Sale Controlling Interest where the Majority Investors and the Minority Investors and the Minority Investor Associates (taken together) with any guestion of the Mordinary Shares such aggregate gross ambunt (if any) as would, when taken together with all other gross proceeds received by the Minority Investors and the Minority Investor Associates (	5	Statement of capital (prescribed particulars of rights attached	to shares)
The M Ordinary Shares have no voting rights; not entitled to receive dividends on those Shares; the right to participate in 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 debis arising from non-payment of the Priority Amount and all other sums payable in priority) shall be first applied to the M Ordinary Shares:  (a) in connection with a sale of a Sale Controlling Interest where the Majority Investors exercise their rights pursuant to Article 15 that is completed on or prior to 13 February 2021, in paying to the holders of the M Ordinary Shares such aggregate gross amount (if any) as would, when taken together with all other gross proceeds payable to the Minority Investors and the Minority Investor Associates (taken together) in respect of the Securities held by them in connection with such sale (which, in the case of non-cash proceeds, shall be taken as an amount equal to the value of those non-cash proceeds as determined by agreement between the Majority Investors and the Minority Investors or, in the absence of such agreement, the Independent Expert), provide the Minority Investors and the Minority Investor Associates (taken together) with an IRR of 15% (such payment to be paid pro rata to the relevant holder's holding of M Ordinary Shares); or  (b) in connection with a sale of a Sale Controlling Interest where the Majority Investors exercise their rights pursuant to Article 15 that is completed after 13 February 2021 but on or prior to 13 February 2022, in paying to the holders of the M Ordinary Shares); or  (c) in connection with a sale of a Sale Controlling Interest where the Majority Investors or, in the absence of such agreement the Independent Expert), provide the Minority Investors and the Minority Investor Associates (taken together) in respect of the Securities held by them in c	Class of share	M Ordinary	
dividends on those Shares: the right to participate in capital distributions (including on winding up) exists and on 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 first applied to the M Ordinary Shares:  (a) in connection with a sale of a Sale Controlling Interest where the Majority Investors exercise their rights pursuant to Article 15 that is completed on or prior to 13 February 2021, in paying to the holders of the M Ordinary Shares such aggregate gross amount (if any) as would, when taken together with all other gross proceeds payable to the Minority Investors and the Minority Investor Associates (taken together) in respect of the Securities held by them in connection with such sale (which, in the case of non-cash proceeds, shall be taken as an amount equal to the value of those non-cash proceeds as determined by agreement between the Majority Investors and the Minority Investors or, in the absence of such agreement, the Independent Expert), provide the Minority Investors and the Minority Investor Associates (taken together) with an IRR of 15% (such payment to be paid por rata to the relevant holder's holding of M Ordinary Shares); or (b) in connection with a sale of a Sale Controlling Interest where the Majority Investors exercise their rights pursuant to Article 15 that is completed after 13 February 2021 but on or prior to 13 February 2022, in paying to the holders of the M Ordinary Shares such aggregate gross amount (if any) as would, when taken together with all other gross proceeds received by the Minority Investors and the Minority Investor Associates (taken together) in the spect of the Securities held by them in connection with such sale (which, in the case of non-c	Prescribed particulars	The Modeline Charles and the second	
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aggregated with all other Quotation Shares received by the Milliothy			· · ·
Investors and the Minority Investor Associates (taken together) in	1		
accordance with these Articles, in respect of the Securities held by them, provide the Minority Investors and the Minority Investor Associates			
(taken together) with an IRR of not less than 10% (assuming for the			1
purposes of such calculation that all Quotation Shares held by the			1.
Minority Investors and Minority Investor Associates are sold at the	•		
Quotation Price); or			
(d) on any other return of capital, in paying to each holder of M			
Ordinary Shares, nil			
They do not confer rights of redemption.			

Reservables Liver

5	Statement of capital (prescribe	d particulars of rights attached	to shares)	
Class of share	Al A Ordinary			
Prescribed particulars	The A1A Ordinary Shares have attach to receive dividends on those Shares of the Equity Shares; the right to particip on winding up) exists on a pro-rate bayaying the holders of the Priority Shares. They do not confer rights of research			
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