

SH01

Return of allotment of shares



You can use the WebFiling service to file this form online.
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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:
on formation of the company c
for an allotment of a new class
shares by an unlimited compa

TUESDAY



A05 *AVOE1YOU* 125
25/10/2011
COMPANIES HOUSE

1 Company details

Company number 7 7 4 9 2 2 3

Company name in full AESICA HOLDCO LIMITED

→ **Filing 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 d 1 d 1 m 1 m 0 y 2 y 0 y 1 y 1
To Date d 2 d 1 m 1 m 0 y 2 y 0 y 1 y 1

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

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
A ORDINARY		789980	0 10	1 00	
B ORDINARY		195000	0 10	1 00	
PREFERENCE		1696302	0 01	1 00	

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

Continuation page
Please use a continuation page if
necessary

Details of non-cash
consideration

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

(i) 144,355 A Ordinary Shares, (ii) 155,000 B Ordinary Shares, and
(iii) 1,696,302 Preference Shares allotted in consideration of release of
debt owing under loan notes

SH01

Return of allotment of shares

Statement of capital

Section 4 (also **Section 5** and **Section 6**, if appropriate) should reflect the company's issued capital at the date of this return

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

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

Class of shares (E.g. Ordinary/Preference etc.)	Amount paid up on each share ①	Amount (if any) unpaid on each share ①	Number of shares ②	Aggregate nominal value ③
A ORDINARY	1 00		789980	£ 78,998 00
B ORDINARY	1 00		195000	£ 19,500 00
PREFERENCE	1 00		1696302	£ 16,963 02
			0	£
Totals			2681282	£ 115,461 02

5 Statement of capital (Share capital in other currencies)

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

Currency				
Class of shares (E.g. Ordinary / Preference etc.)	Amount paid up on each share ①	Amount (if any) unpaid on each share ①	Number of shares ②	Aggregate nominal value ③
Totals				

Currency				
Class of shares (E.g. Ordinary/Preference etc.)	Amount paid up on each share ①	Amount (if any) unpaid on each share ①	Number of shares ②	Aggregate nominal value ③
Totals				

6 Statement of capital (Totals)

	Please give the total number of shares and total aggregate nominal value of issued share capital	① Total aggregate nominal value Please list total aggregate values in different currencies separately. For example: £100 + €100 + \$10 etc.
Total number of shares	2681282	
Total aggregate nominal value ④	£115,461 02	

① Including both the nominal value and any share premium

③ E.g. Number of shares issued multiplied by nominal value of each share

② Total number of issued shares in this class

Continuation Pages

Please use a Statement of Capital continuation page if necessary

SH01

Return of allotment of shares

7

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

	Please give the prescribed particulars of rights attached to shares for each class of share shown in the statement of capital share tables in Section 4 and Section 5
Class of share	A ORDINARY
Prescribed particulars ①	SEE CONTINUATION SHEETS
Class of share	B ORDINARY
Prescribed particulars ①	<p>A VOTING Each B Shareholder shall have the same rights as an A Shareholder in relation to voting</p> <p>B DIVIDENDS Each B Shareholder shall have the same rights as an A Shareholder in relation to dividends</p> <p>C RETURN OF CAPITAL: Each B Shareholder shall have the same rights as an A Shareholder in relation to the return of capital</p> <p>D REDEMPTION The B Ordinary Shares are not redeemable</p>
Class of share	PREFERENCE
Prescribed particulars ①	SEE CONTINUATION SHEETS

① Prescribed particulars of rights attached to shares

The particulars are

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

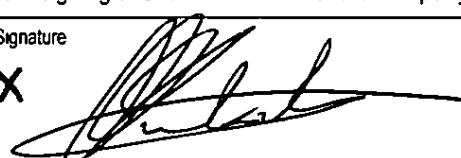
A separate table must be used for each class of share

Continuation page

Please use a Statement of Capital continuation page if necessary

8

Signature

	I am signing this form on behalf of the company
Signature	<p>Signature</p> <p>X  X</p> <p>This form may be signed by Director ②, Secretary, Person authorised ③, Administrator, Administrative receiver, Receiver, Receiver manager, CIC manager</p>

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

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 ALEX SOUTHEY

Company name TRAVERS SMITH LLP

Address 10 SNOW HILL

Post town LONDON

County/Region

Postcode E C 1 A 2 A L

Country UNITED KINGDOM

DX 79 LONDON

Telephone 0207 295 3196



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 appropriate sections of the Statement of Capital
- ☐ You have signed the form



Important information

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



Where to send

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

For companies registered in England and Wales:
The Registrar of Companies, Companies House,
Crown Way, Cardiff, Wales, CF14 3UZ
DX 33050 Cardiff

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

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



Further information

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

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

SH01 - continuation page

Return of allotment of shares

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

Class of share	A ORDINARY
Prescribed particulars	<p><u>Definitions</u></p> <p>Adoption Date means October 2011</p> <p>A Shareholder means the holder of one or more A Ordinary Shares in the capital of the Company</p> <p>Assets Sale means a sale by the Company or any other member of the Group of all or substantially all of the Group's business, assets and undertaking to a single buyer or to one or more buyers as part of a single transaction or series of connected transactions (other than as part of a Solvent Reorganisation)</p> <p>Available Profits means profits available for distribution within the meaning of the Act</p> <p>B Shareholder means the holder of one or more B Ordinary Shares in the capital of the Company</p> <p>Default Event shall mean any of the following</p> <p>(a) failure by the Aesica M1 Limited to pay any amount due in respect of the Loan Notes (whether interest or principal) within 10 Business Days of the relevant due date without Investor Consent,</p> <p>(b) a proposed resolution (i) for a Winding-Up, (ii) for a reduction in the capital of the Company or (iii) varying any of the rights attaching to the A Ordinary Shares, in each case without Investor Consent,</p> <p>(c) any member of the Group being in material breach of any provision of the Articles of Association of the Company or the Investment Agreement (and for this purpose no account shall be taken of any waiver given in respect of any such breach or any standstill arrangements or similar), or</p> <p>(d) any member of the Group being, or, in the reasonable opinion of the Investors (acting by Investor Direction) having no reasonable prospect of avoiding becoming, in material breach of any provision of the Financing Documents (as defined in the Investment Agreement dated 29 September 2011 (the "Investment Agreement")) (and for this purpose no account shall be taken of any waiver given in respect of any such breach or any standstill arrangements or similar)</p> <p>(CONTINUED) Doc 13121923</p>

SH01 - continuation page

Return of allotment of shares

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

Class of share	A ORDINARY	
Prescribed particulars	<p>(CONTINUED)</p> <p>EBT Transfer and Option Agreements means the transfer and option agreements dated 29 September 2011 between the Company, the Trustee and certain of the Managers as amended, supplemented, novated or replaced from time to time and references to an "EBT Transfer and Option Agreement" shall be construed accordingly</p> <p>Exit means a Sale, Assets Sale, Listing or Winding-Up</p> <p>Family Member means, in relation to a Relevant Employee, his spouse and/or any one or more of his children (including step-children) and (with Investor Consent) further direct lineal descendants</p> <p>Family Trust means, in relation to a Relevant Employee, a trust or settlement set up wholly (save for any long stop charity beneficiaries) for the benefit of that person and/or his Family Members</p> <p>Group means the Company and any company which is a subsidiary undertaking of the company from time to time and references to "Group Company" and "members of the Group" shall be construed accordingly</p> <p>Investor means any person who is or becomes an Investor for the purposes of the Investment Agreement and "Investors" shall be construed accordingly</p> <p>Investor Consent or Investor Direction means the giving of a written consent or direction by the Majority Investors provided that for so long as there is an Investor Director, any such consent or direction required or permitted to be given by the Majority Investors under these Articles shall be validly given if given by the Investor Director or, if at any time there is more than one Investor Director, any Investor Director (such consent to be given by the Investor Director as a representative of an Investor and not as a director of the Company)</p> <p>Investor Director means a Director appointed by one or more of the Investors pursuant to the Investment Agreement</p> <p>(CONTINUED) DOC 13122469</p>	

SH01 - continuation page

Return of allotment of shares

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

Class of share	A ORDINARY	
Prescribed particulars	<p>(CONTINUED)</p> <p>Leaver means</p> <p>(a) any Shareholder or Optionholder who is on or at any time after the Adoption Date a Relevant Employee and who subsequently ceases, or has ceased, to be a Relevant Employee,</p> <p>(b) any Shareholder or Optionholder who is on or at any time after the Adoption Date a Relevant Employee, who remains a Relevant Employee but who becomes or has become a Non-Contributory Employee,</p> <p>(c) any Shareholder who is (or is the nominee of) a Family Member of any person who is on or at any time after the Adoption Date a Relevant Employee, who subsequently either ceases to be a Relevant Employee or remains a Relevant Employee but who becomes or has become a Non-Contributory Employee,</p> <p>(d) any Shareholder who is (or is the nominee of) the trustee of a Family Trust of any person who is on or at any time after the Adoption Date a Relevant Employee, who subsequently either ceases to be a Relevant Employee or remains a Relevant Employee but who becomes or has become a Non-Contributory Employee in each case in respect of the Shares held on behalf of such person or on behalf of any Family Member of such person,</p> <p>(e) any person who holds or becomes entitled to any Shares (i) following the death of a Shareholder, (ii) following the bankruptcy of a Shareholder (if an individual) or the receivership, administrative receivership, administration, liquidation or other arrangement for the winding-up (whether solvent or insolvent) of a Shareholder (if a company) not being an Investor or a nominee of an Investor, or (iii) following the exercise of an option after ceasing to be a Relevant Employee or whilst a Relevant Employee after becoming a Non-Contributory Employee, or</p> <p>(f) any Shareholder holding Shares as a nominee for any person who is on or at any time after the Adoption Date a Relevant Employee, who subsequently either ceases, or who has ceased, to be a Relevant Employee or who remains a Relevant Employee but who becomes, or has become, a Non-Contributory Employee, in either case in respect of the Shares held on behalf of such person, provided that, for the purposes of this definition, a person shall be deemed to cease or have ceased, to be a Relevant Employee on the date on which the relevant individual is given notice of termination of his employment or as the case may be, upon the commencement of any period during which the relevant individual is placed on Garden Leave,</p> <p>(CONTINUED)</p> <p>Doc 13122478</p>	

SH01 - continuation page

Return of allotment of shares

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

Class of share	A ORDINARY
Prescribed particulars	<p>(CONTINUED)</p> <p>(notwithstanding that the relevant individual remains an employee of the Company or any other Group Company) or in the case of a Relevant Employee who has become a Non-Contributory Employee, upon the date on which the Relevant Employee was designated as a Non-Contributory Employee by the Board (with Investor Consent)</p> <p>Loan Notes means the £50,674,672 12% unsecured loan notes 2021 to be issued by Aesica M1 Limited</p> <p>Non-Contributory Employee means an employee who ceases or has ceased for any reason to work for or provide any contribution to a Group Company for a period of more than six consecutive months (excluding any period of Garden Leave or maternity, adoption or paternity leave) and who is designated by the Board (with Investor Consent) as a Non-Contributory Employee</p> <p>Optionholder means any Manager who holds an option to acquire Preference Shares pursuant to an EBT Transfer and Option Agreement</p> <p>Permitted Transferee means, in relation to a Shareholder, the persons to whom such Shareholder is permitted to transfer its Shares under the Articles of Association</p> <p>Preference Shareholder means the holder of one or more Preference Shares in the capital of the Company</p> <p>Relevant Employee shall mean (a) an employee of the Company or any other Group Company, or (b) a Director or a director of any other Group Company (other than in either case an Investor Director)</p> <p>Sale means the sale of more than 50% in number of the A Ordinary Shares to a single buyer or to one or more buyers as part of a single transaction, or series of connected transactions (other than in or as part of a Solvent Reorganisation or to one or more Permitted Transferees)</p> <p>Shareholder means the holder of any share in the capital of the Company from time to time</p> <p>Winding-Up means any winding-up or liquidation of the Company</p> <p>(CONTINUED) Doc 13122493</p>

SH01 - continuation page

Return of allotment of shares

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

Class of share	A ORDINARY	
Prescribed particulars	<p><u>SECTION A. VOTING</u></p> <p>1 On a written resolution each A Shareholder on the date on which the resolution is circulated shall, subject to sections 289 and 290 of the Companies Act 2006 (the "Act"), have one vote for each A Ordinary Share held by him</p> <p>2 On a resolution to be passed at a general meeting of the Company on a show of hands each A Shareholder present shall, subject so section 323(4) of the Act, have one vote</p> <p>3 On a resolution to be passed at a general meeting of the Company on a poll, every A Shareholder one or more A 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 of which he is the holder</p> <p>4 If at any time a Default Event has occurred and the Investors by an Investor Direction so direct, then the A Ordinary Shares held by a person who is not an Investor shall cease to entitle each holder thereof to vote on any written resolution of 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</p> <p>5 If at any time</p> <p>(a) a A Shareholder other than an Investor is in material breach of the provisions of the Articles of Association of the Company and/or the Investment Agreement, or</p> <p>(b) 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</p> <p>(c) any person becomes a Leaver,</p> <p>then (i) the Shares which such person holds or to which he is entitled and/or (ii) any Shares formerly held by such person, which have been transferred either in breach of or via a transfer permitted under the provisions of the Articles of Association of the Company and/or (iii) any Shares formerly held by a Family Member of such a person or trustee of a Family Trust of or in relation to such person, which have been transferred either in breach of or via a transfer permitted under the provisions of the Articles of Association of the Company, shall immediately cease to entitle the holders 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 or at any separate class meeting</p> <p>(CONTINUED) Doc13122499</p>	

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

Class of share	A ORDINARY	
Prescribed particulars	<p>(CONTINUED)</p> <p>6 The provisions set out at 5 above shall continue (i) in the case of 5(a) above, for so long as such breach subsists provided that it shall be deemed that the breach or failure no longer subsists if the breach or failure was a failure to do an act by a certain time or date but subsequently the relevant act was done, (ii) in the case of clauses 5 (a) and 5(b) above, until such time as such person, or any Permitted Transferee of such person, ceases to be a shareholder</p> <p><u>SECTION B. DIVIDENDS</u></p> <p>7 Subject to (i) the Board recommending payment of the same and (ii) Investor Consent and (iii) the remaining provisions of this section B, any Available Profits which the Company may determine to distribute in respect of any financial year shall be distributed amongst the A Shareholders and the B Shareholders (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>8 the Company shall, without resolution of the Board or of the Shareholders and before application of any profits to reserve or for any other purpose, accrue in respect of each Preference Share a fixed cumulative preferential dividend at the annual rate of 12% of the Issue Price per Share (excluding any associated tax credit) compounded annually on 31 December in each year which shall accrue daily and be calculated in respect of the period to such date assuming a 365-day year (the "Preference Dividend")</p> <p>9 If an Optionholder becomes a Bad Leaver, the Preference Dividend on each Preference Share which that Optionholder has an option to acquire pursuant to an EBT Transfer and Option Agreement (the "Leaver's Preference Shares") shall, with effect from the Leaving Date and until such time as the Leaver's Preference Shares are redeemed in accordance with these Articles, accrue at the annual rate of 3% of the Issue Price per Share (excluding any associated tax credit), and shall otherwise accrue and be payable in accordance with this Section B</p> <p>(CONTINUED) Doc 13122506</p>	

SH01 - continuation page

Return of allotment of shares

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

Class of share	A ORDINARY
Prescribed particulars	<p>(CONTINUED)</p> <p>10 The Preference Dividend shall be paid on the earlier of (i) immediately prior to an Exit, (ii) the date falling 10 years after the Adoption Date, (iii) a Redemption Default Event, (iv) the date of any earlier redemption of the relevant Shares, or (v) the date as on which (a) any interest under any Loan Note is paid in cash, or (b) any PIK Notes are repaid, provided that if some, but not all, of the accrued interest on any Loan Note is paid by Aesica M1 Limited or some, but not all, of the PIK Notes then in issue are repaid by Aesica M1 Limited, an equivalent proportion of any accrued but unpaid Preference Dividend shall be paid to the person registered as the holder of the relevant Share or Shares on that date</p> <p>11 The Preference Dividend shall, provided the Company has sufficient Available Profits out of which to pay the same and notwithstanding that such dividend is expressed to be cumulative, automatically become a debt due from and immediately payable by the Company on the relevant payment date specified in 10 above</p> <p><u>SECTION C: RETURN OF CAPITAL</u></p> <p>12 On a return of capital on liquidation or otherwise (except on a redemption or purchase by the Company of any Shares), the surplus assets of the Company remaining after the payment of its liabilities shall be applied in the following order</p> <p>(a) in priority to any payments to be made pursuant to 12(b) and 12(c) below, in paying to each holder of Preference Shares in respect of each Preference Share of which it is the holder, an amount equal to (i) 100% of the Issue Price thereof and (ii) the aggregate amount of any accruals and/or unpaid amounts of Preference Dividend (to be calculated down to and including the date of the return of capital),</p> <p>(b) in priority to any payments to be made pursuant to 12(c) below, in paying to each holder of A Ordinary Shares and B Ordinary Shares (pari passu as if the same constituted one class of shares) in respect of each A Ordinary Share and/or B Ordinary Share of which it is the holder, a sum equal to the Issue Price thereof,</p> <p>(c) the balance of such assets (if any) after all payments to be made in priority shall be distributed amongst the holders of the Equity Shares (pari passu as if the same constituted one class of Shares) according to the number of such Shares held by the relevant Shareholders at the relevant time</p> <p>(CONTINUED) Doc 13122513</p>

SH01 - continuation page

Return of allotment of shares

7

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

Class of share

A ORDINARY

Prescribed particulars

(CONTINUED)

SECTION D: REDEMPTION

13 The A Ordinary Shares are not redeemable

(CONTINUED)

Doc 13122518

SH01 - continuation page

Return of allotment of shares

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

Class of share	PREFERENCE	
Prescribed particulars	<p><u>SECTION A. VOTING</u></p> <p>1 A Preference Shareholder will be entitled to (i) receive a copy of any written resolution circulated to eligible members under the Act at the same time as the resolution is so circulated but not to vote on such a resolution and (ii) receive notice of all general meetings but not to attend or vote at any general meeting</p> <p><u>SECTION B: DIVIDENDS</u></p> <p>2 The Company shall, without resolution of the Board or of the Shareholders and before application of any profits to reserve or for any other purpose, accrue in respect of each Preference Share, the Preference Dividend</p> <p>3 If an Optionholder becomes a Bad Leaver, the Leaver's Preference Shares shall, with effect from the Leaving Date and until such time as the Leaver's Preference Shares are redeemed in accordance with these Articles, accrue at the annual rate of 3% of the Issue Price per Share (excluding any associated tax credit), and shall otherwise accrue and be payable in accordance with this Section B</p> <p>4 The Preference Dividend shall be paid on the earlier of (i) immediately prior to an Exit, (ii) the date falling 10 years after the Adoption Date, (iii) a Redemption Default Event, (iv) the date of any earlier redemption of the relevant Shares, or (v) the date as on which (a) any interest under any Loan Note is paid in cash, or (b) any PIK Notes are repaid, provided that if some, but not all, of the accrued interest on any Loan Note is paid by Aesica M1 Limited or some, but not all, of the PIK Notes then in issue are repaid by Aesica M1 Limited, an equivalent proportion of any accrued but unpaid Preference Dividend shall be paid to the person registered as the holder of the relevant Share or Shares on that date</p> <p>5 The Preference Dividend shall, provided the Company has sufficient Available Profits out of which to pay the same and notwithstanding that such dividend is expressed to be cumulative, automatically become a debt due from and immediately payable by the Company on the relevant payment date specified in 4 above</p> <p>(CONTINUED) Doc 13122630</p>	

7	Statement of capital (Prescribed particulars of rights attached to shares)	
Class of share	PREFERENCE	
Prescribed particulars	<p>(CONTINUED)</p> <p><u>SECTION C: RETURN OF CAPITAL</u></p> <p>6 On a return of capital on liquidation or otherwise (except on a redemption or purchase by the Company of any Shares), the surplus assets of the Company remaining after the payment of its liabilities shall be applied in the following order</p> <p>(a) in priority to any payments to be made pursuant to 6(b) and 6(c) below, in paying to each holder of Preference Shares in respect of each Preference Share of which it is the holder, an amount equal to (i) 100% of the Issue Price thereof and (ii) the aggregate amount of any accruals and/or unpaid amounts of Preference Dividend (to be calculated down to and including the date of the return of capital),</p> <p>(b) in priority to any payments to be made pursuant to 6(c) below, in paying to each holder of A Ordinary Shares and B Ordinary Shares (pari passu as if the same constituted one class of shares) in respect of each A Ordinary Share and/or B Ordinary Share of which it is the holder, a sum equal to the Issue Price thereof,</p> <p>(c) the balance of such assets (if any) after all payments to be made in priority shall be distributed amongst the holders of the Equity Shares (pari passu as if the same constituted one class of Shares) according to the number of such Shares held by the relevant Shareholders at the relevant time</p> <p><u>SECTION D: REDEMPTION</u></p> <p>7 The Preference Shares shall, subject to any restrictions set out in the Act, be redeemed as follows</p> <p>(a) the Company shall redeem all the Preference Shares then in issue immediately prior to an Exit or, if earlier (i) the date falling 10 years after the Adoption Date, or (ii) on the occurrence of a Redemption Default Event,</p> <p>(b) the Company may, with Investor Consent, at any time on not less than 10 Business Days' notice in writing to the holders of Preference Shares, redeem such total number of Preference Shares as is specified in such notice,</p> <p>(CONTINUED) Doc 13122642</p>	

SH01 - continuation page

Return of allotment of shares

7

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

Class of share	PREFERENCE	
Prescribed particulars	<p>(CONTINUED)</p> <p>(c) the Company shall redeem such proportion of Preference Shares as is equal to the proportion of Loan Notes (excluding any PIK Notes) repaid at any time or times, at the same time as such repayment and <i>mutatis mutandis</i> on the same terms as the repayment of the Loan Notes</p> <p>8 Where Preference Shares are to be redeemed in accordance with 7 above, 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 10 nor more than 28 Business Days prior to the date fixed for redemption In the case of a redemption immediately prior to an Exit pursuant to 7(a) above, 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>9 If the Company is unable, because of having insufficient Available Profits 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</p> <p>10 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 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>11 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>(CONTINUED) Doc 13122648</p>	

SH01 - continuation page

Return of allotment of shares

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

Class of share	PREFERENCE	
Prescribed particulars	<p>(CONTINUED)</p> <p>12 If any certificate delivered to the Company pursuant to 11 above 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>13 There shall be paid on the redemption of each Preference Share an amount equal to</p> <p>(a) 100% of the Issue Price thereof, and</p> <p>(b) all accruals of Preference Dividend 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> <p>Doc 13122654</p>	