

DON'T  
STAPLE

SH02

Notice of consolidation, sub-division, redemption  
of shares or re-conversion of stock into shares



Companies House

☒ What this form is for  
You may use this form to give  
notice of consolidation,  
sub-division, redemption of  
shares or re-conversion of stock  
into shares.

☒ What this form is NOT for  
You cannot use this form to give  
notice of a conversion of shares  
into stock.

MONDAY



\*ACX0QBFT\*

A03

26/02/2024

#190

COMPANIES HOUSE

1 Company details

Company number 1 5 1 7 5 2 6 8

Company name in full WIND UK BIDCO 3 LIMITED

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

All fields are mandatory unless  
specified or indicated by \*

2 Date of resolution

Date of resolution 1 3 0 2 2 0 2 4

3 Consolidation

Please show the amendments to each class of share.

Class of shares (E.g. Ordinary/Preference etc.)	Previous share structure		New share structure	
	Number of issued shares	Nominal value of each share	Number of issued shares	Nominal value of each share

4 Sub-division

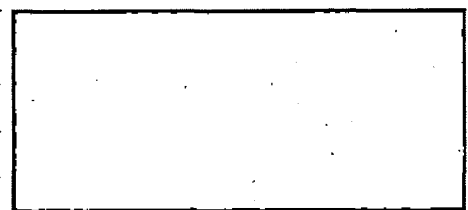
Please show the amendments to each class of share.

Class of shares (E.g. Ordinary/Preference etc.)	Previous share structure		New share structure	
	Number of issued shares	Nominal value of each share	Number of issued shares	Nominal value of each share

5 Redemption

Please show the class number and nominal value of shares that have been  
redeemed. Only redeemable shares can be redeemed.

Class of shares (E.g. Ordinary/Preference etc.)	Number of issued shares	Nominal value of each share
USD B REDEEMABLE PREFERENCE SHARES	234,900,000	USD\$ 0.0001



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## 6 Re-conversion

Please show the class number and nominal value of shares following re-conversion from stock.

New share structure

Value of stock	Class of shares (E.g. Ordinary/Preference etc.)	Number of issued shares	Nominal value of each share	

## 7 Statement of capital

Complete the table(s) below to show the issued share capital. It should reflect the company's issued capital following the changes made in this form.

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

**Continuation page**  
Use a Statement of Capital continuation page if necessary.

Currency Complete a separate table for each currency	Class of shares E.g. Ordinary/Preference etc.	Number of shares	Aggregate nominal value (£, €, \$, etc) Number of shares issued multiplied by nominal value	Total aggregate amount unpaid, if any (£, €, \$, etc) Including both the nominal value and any share premium
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### Currency table A

USD\$	ORDINARY SHARES	214,576,930	USD\$ 21,457.69	
USD\$	USD A REDEEMABLE PREFERENCE SHARES	136,070,973	USD\$ 13,607.10	
<b>Totals</b>		350,647,903	USD\$ 35,064.79	

### Currency table B

EUR€	EUR REDEEMABLE PREFERENCE SHARES	114,703,892	EUR€ 11,470.39	
<b>Totals</b>		114,703,892	EUR€ 11,470.39	

### Currency table C

<b>Totals</b>				

### Total issued share capital table

Complete this table to show your total issued share capital. Add the totals from all currency tables, including continuation pages.

	Total number of shares	Total aggregate nominal value ①	Total aggregate amount unpaid ① ②
<b>Grand total</b>	465,351,795	USD 35,064.79 + EUR 11,470.39	0

① Show different currencies separately. For example: £100 + €100 + \$10

② Total aggregate amount unpaid

Enter 0 or 'nil' if the shares are fully paid. We'll assume the shares are fully paid if you leave this blank.

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## 8 Statement of capital (prescribed particulars of rights attached to shares) <sup>①</sup>

Please give the prescribed particulars of rights attached to shares for each class of share shown in the share capital tables in Section 7.

Class of share

ORDINARY SHARES

Prescribed particulars  
<sup>①</sup>

Please refer to the continuation pages.

Class of share

USD A REDEEMABLE PREFERENCE SHARES

Prescribed particulars  
<sup>①</sup>

Please refer to the continuation pages.

Class of share

EUR REDEEMABLE PREFERENCE SHARES

Prescribed particulars  
<sup>①</sup>

Please refer to the continuation pages.

### <sup>①</sup> Prescribed particulars of rights attached to shares

The particulars are:

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

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

Please use a Statement of capital continuation page if necessary.

9

## Signature

I am signing this form on behalf of the company.

Signature

Signature

X

DocuSigned by:

Patrick Walker

A1B72AB114DB492...

X

This form may be signed by:

Director <sup>②</sup>, Secretary, Person authorised <sup>③</sup>, Administrator, Administrative Receiver, Receiver, Receiver manager, CIC manager.

### <sup>②</sup> 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.

### <sup>③</sup> Person authorised

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

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of stock into 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

Oliver Mills

Company name

Allen &amp; Overy LLP

Address

One Bishops Square

Post town

London

County/Region

London

Postcode

E

1

6

A

D

Country

United Kingdom

DX

Telephone

+44 020 3088 0000

**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

**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.

**Checklist**

We may return forms completed incorrectly or  
with information missing.

Please make sure you have remembered the  
following:

- ☐ The company name and number match the information held on the public Register.
- ☐ You have entered the date of resolution in Section 2.
- ☐ Where applicable, you have completed Section 3, 4, 5 or 6.
- ☐ You have completed the statement of capital.
- ☐ You have signed the form.

**Further information**

For further information, please see the guidance notes on the website at [www.gov.uk/companieshouse](http://www.gov.uk/companieshouse) or email [enquiries@companieshouse.gov.uk](mailto: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](http://www.gov.uk/companieshouse)

## FORM SH01 – CONTINUATION PAGES

### 1. ORDINARY SHARES

#### Definitions

**articles** means the company's articles of association, as from time to time amended;

**Companies Act** means the Companies Act 2006 including any statutory modification or re-enactment of it for the time being in force;

**company** means Wind UK Bidco 3 Limited;

**EURIBOR** means the euro interbank offered rate administered by the European Money Markets Institute (or any other person which takes over administration of that rate) for the relevant interest period (being three months) displayed on page EURIBOR01 of the Thomson Reuters screen (or any replacement Thomson Reuters page which displays that rate), or, as the case may be, on the appropriate page of such other information service which publishes that rate from time to time in place of Thomson Reuters or that other information service, provided that if the agreed page or service ceases to be available, the company may specify another page or service displaying the relevant rate after consultation with the EUR preference shareholders;

**EUR preference shares** means the Euro denominated non-voting cumulative redeemable preference shares of EUR0.0001 each in the capital of the company and **EUR preference shareholder** means any holder of those shares;

**EUR rate** means EURIBOR plus 6%;

**Exchange Rate** means, in relation to any currency, the spot rate of exchange at which that currency can be bought with or sold for another currency, as quoted by Bloomberg at or about 11.00 a.m. (London time) on the relevant date or, if no such rate is available, the rate determined by the board in good faith and in a commercially reasonable manner;

**holder** in relation to shares means the person whose name is entered in the register of members as the holder of the shares;

**ordinary shares** means the ordinary shares of USD0.0001 each in the capital of the company and **ordinary shareholder** means any holder of those shares;

**paid** means paid or credited as paid;

**preference shares** means the EUR preference shares, the USD A preference shares and the USD B preference shares and **preference shareholder** means any holder of those shares;

**redemption notice** has the meaning given in article 48(c) of the articles;

**shareholder** means an ordinary shareholder or a preference shareholder;

**share** means an ordinary share, a preference share or any other share in the capital of the company for the time being in issue (but excluding any warrant, option or instrument convertible into, or otherwise entitling the holder, to a share)y;

**SOFR** means the SOFR reference rate administered by CME Group Benchmark Administration Limited (or any other person which takes over the administration of that rate) for the relevant period (being three months) published by CME Group Benchmark Administration Limited (or any other person which takes over the publication of that rate) provided that if the agreed page or service ceases to be available, the company may specify another page or service displaying the relevant rate after consultation with the USD A preference shareholders;

**statutes** means the Companies Act and every other statute, statutory instrument, regulation or order for the time being in force concerning companies registered under the Companies Act;

**USD A preference shares** means the United States Dollar denominated non-voting cumulative redeemable 'A' preference shares of USD 0.0001 each in the capital of the company and **USD A preference shareholder** means any holder of those shares;

**USD B preference shares** means the United States Dollar denominated non-voting cumulative redeemable 'B' preference shares of USD0.0001 each in the capital of the company and **USD B preference shareholder** means any holder of those shares; and

**writing** means the representation or reproduction of words, symbols or other information in a visible form by any method or combination of methods, whether sent or supplied in electronic form or otherwise.

### **Voting**

Every holder of ordinary shares shall have one vote in respect of every ordinary share held by them.

### **Rights**

#### **Income and Dividends**

Subject to:

- (i) payment in full of all accrued and/or unpaid amounts of EUR preferential dividend and USD A preferential dividend; and
- (ii) the board recommending payment of the same,

any profits available for distribution which the company may decide to distribute shall be applied in distributing such profits amongst the holders of the ordinary shares pro rata to their respective ordinary shareholdings.

#### **Capital**

- (a) On a return of capital, on a winding up or otherwise the surplus assets of the company available for distribution to shareholders shall be apportioned between the holders of shares, and within each such class of shares, pro rata to their respective shareholdings, in the following manner and order of priority:
  - (i) first, in paying (on a *pari passu* basis) to:
    - (i) each holder of a EUR preference share, a sum equal to the entire nominal and premium amount paid up on such EUR preference share together with the aggregate amount of all arrears and accruals (if any) of the EUR preferential dividend in respect of that EUR preference share;
    - (ii) each holder of a USD A preference share, a sum equal to the entire nominal and premium amount paid up on such USD A preference share together with the aggregate amount of all arrears and accruals (if any) of the USD A preferential dividend in respect of that USD A preference share; and
    - (iii) each holder of a USD B preference share, a sum equal to the entire nominal and premium amount paid up on such USD B preference share,calculated down to and including the date of the commencement of the winding-up (in the case of a winding-up) or the return of capital (in any other case); and
  - (ii) second, in distributing any surplus assets remaining, after the payments under paragraph 1.1(a)(i) above, between the holders of ordinary shares pro rata to their respective shareholdings as if they constituted the same class.

#### **Are the Ordinary Shares to be redeemed or liable to be redeemed at the option of the company or the shareholder?**

The ordinary shares do not confer any rights of redemption.

## 2. USD A REDEEMABLE PREFERENCE SHARES

### Definitions

**articles** means the company's articles of association, as from time to time amended;

**Companies Act** means the Companies Act 2006 including any statutory modification or re-enactment of it for the time being in force;

**company** means Wind UK Bidco 3 Limited;

**EURIBOR** means the euro interbank offered rate administered by the European Money Markets Institute (or any other person which takes over administration of that rate) for the relevant interest period (being three months) displayed on page EURIBOR01 of the Thomson Reuters screen (or any replacement Thomson Reuters page which displays that rate), or, as the case may be, on the appropriate page of such other information service which publishes that rate from time to time in place of Thomson Reuters or that other information service, provided that if the agreed page or service ceases to be available, the company may specify another page or service displaying the relevant rate after consultation with the EUR preference shareholders;

**EUR preference shares** means the Euro denominated non-voting cumulative redeemable preference shares of EUR0.0001 each in the capital of the company and EUR preference shareholder means any holder of those shares;

**EUR rate** means EURIBOR plus 6%;

**Exchange Rate** means, in relation to any currency, the spot rate of exchange at which that currency can be bought with or sold for another currency, as quoted by Bloomberg at or about 11.00 a.m. (London time) on the relevant date or, if no such rate is available, the rate determined by the board in good faith and in a commercially reasonable manner;

**holder** in relation to shares means the person whose name is entered in the register of members as the holder of the shares;

**ordinary shares** means the ordinary shares of USD0.0001 each in the capital of the company and ordinary shareholder means any holder of those shares;

**paid** means paid or credited as paid;

**preference shares** means the EUR preference shares, the USD A preference shares and the USD B preference shares and **preference shareholder** means any holder of those shares;

**redemption notice** has the meaning given in article 48(c) of the articles;

**shareholder** means an ordinary shareholder or a preference shareholder;

**share** means an ordinary share, a preference share or any other share in the capital of the company for the time being in issue (but excluding any warrant, option or instrument convertible into, or otherwise entitling the holder, to a share)y;

**SOFR** means the SOFR reference rate administered by CME Group Benchmark Administration Limited (or any other person which takes over the administration of that rate) for the relevant period (being three months) published by CME Group Benchmark Administration Limited (or any other person which takes over the publication of that rate) provided that if the agreed page or service ceases to be available, the company may specify another page or service displaying the relevant rate after consultation with the USD A preference shareholders;

**statutes** means the Companies Act and every other statute, statutory instrument, regulation or order for the time being in force concerning companies registered under the Companies Act;

**USD A preference shares** means the United States Dollar denominated non-voting cumulative redeemable 'A' preference shares of USD0.0001 each in the capital of the company and USD A preference shareholder means any holder of those shares;

**USD B preference shares** means the United States Dollar denominated non-voting cumulative redeemable 'B' preference shares of USD0.0001 each in the capital of the company and USD B preference shareholder means any holder of those shares; and

**writing** means the representation or reproduction of words, symbols or other information in a visible form by any method or combination of methods, whether sent or supplied in electronic form or otherwise.

## **Voting**

The preference shares shall carry no right to receive notice of, attend or vote in any circumstance at any general meeting or at any other meeting of the company or vote for the purposes of any written resolution of the company.

## **Rights**

### **Income and Dividends**

- (a) Each USD A preference share shall accrue (without resolution of the board or of the company in general meeting and before application of any profits to reserve or for any other purpose (save as set out in article 42 of the articles) a fixed cumulative preferential dividend at rate equal to the USD A Rate of a sum equal to the entire nominal and premium amounts paid up on such USD A preference share, compounded annually from the issue date which shall accrue daily and be calculated in respect of the period to such date assuming a 360-day year whether or not earned or declared and whether or not there are sufficient profits available for distribution to permit such payment (the **USD A preferential dividend**).
- (b) Each preferential dividend shall, if not previously paid pursuant to article 42(a) of the articles, be paid on the date of redemption of any USD A preference shares in accordance with articles 48(a), (b) or (d) of the articles and shall be paid to the person registered as the holder of the relevant USD A preference share or USD A preference shares on that date and shall be deemed to accrue from day to day as well after as before the commencement of a winding-up and shall therefore be payable by a liquidator in respect of any period after such commencement in priority to other claims or rights of ordinary shareholders in respect of share capital.
- (c) The USD A preferential dividend shall, provided the company has sufficient profits available for distribution out of which to pay the same and notwithstanding that such dividend is expressed to be a fixed cumulative preferential dividend, automatically become a debt due from and immediately payable by the company on the relevant payment date specified in paragraph (b) above.
- (d) Where by reason of the company having had insufficient profits available for distribution it is in arrears with the payment of any USD A preferential dividend pursuant to paragraph (b) above, the first profits available for distribution arising thereafter shall (subject to article 42 of the articles) be applied:
  - (a) first in or towards paying off all arrears or accruals of the USD A preferential dividend (if any); and
  - (b) thereafter in or towards redeeming all USD A preference shares which have not been redeemed on or by the due date for redemption in accordance with paragraphs (a), (b) or (d) above.
- (e) Save as otherwise set out in the articles, a USD A preference share shall not entitle the holder to any further rights of participation in the profits of the company.

## Capital

- (a) On a return of capital, on a winding up or otherwise the surplus assets of the company available for distribution to shareholders shall be apportioned between the holders of shares, and within each such class of shares, pro rata to their respective shareholdings, in the following manner and order of priority:
- (i) first, in paying (on a *pari passu* basis) to:
    - (i) each holder of a EUR preference share, a sum equal to the entire nominal and premium amount paid up on such EUR preference share together with the aggregate amount of all arrears and accruals (if any) of the EUR preferential dividend in respect of that EUR preference share;
    - (ii) each holder of a USD A preference share, a sum equal to the entire nominal and premium amount paid up on such USD A preference share together with the aggregate amount of all arrears and accruals (if any) of the USD A preferential dividend in respect of that USD A preference share; and
    - (iii) each holder of a USD B preference share, a sum equal to the entire nominal and premium amount paid up on such USD B preference share,calculated down to and including the date of the commencement of the winding-up (in the case of a winding-up) or the return of capital (in any other case); and
  - (ii) second, in distributing any surplus assets remaining, after the payments under paragraph (a)(i) above between the holders of ordinary shares pro rata to their respective shareholdings as if they constituted the same class.

### **Are the USD A Redeemable Preference Shares to be redeemed or liable to be redeemed at the option of the company or the shareholder?**

- (a) Subject to the statutes, and to the extent not previously redeemed in accordance with the remainder of article 48 of the articles, the company shall redeem all of the EUR preference shares, USD A preference shares and USD B preference shares in issue (if any) on 1 February 2031, together with all arrears or accruals (if any) of the EUR preferential dividend and USD A preferential dividend up to (but excluding) that date, as calculated in accordance with articles 43 and 44 respectively of the articles.
- (b) Subject to the statutes, and notwithstanding the provisions of articles 42 and articles 47 of the articles, the company may at any time redeem without any premium or penalty any number of EUR preference shares, USD A preference shares or USD B preference shares (in such proportions as may be decided by the board), together with any applicable EUR preferential dividend or USD A preferential dividend accrued thereon (as calculated in accordance with articles 43 and 44 respectively of the articles) up to (but excluding) the date of redemption.

- (c) Where preference shares are to be redeemed in accordance with paragraphs (a) or (b) above, the company shall give to the holders of the relevant preference shares falling to be redeemed prior notice in writing of the redemption (a **redemption notice**). The redemption notice shall specify the particular preference shares to be redeemed, the date fixed for redemption (which, in the case of a redemption pursuant to paragraph (b) above, shall be the expected date for redemption) and shall be given not less than one nor more than 20 business days prior to the date fixed for redemption.
- (d) Subject to the statutes, and notwithstanding the provisions of articles 42 and articles 47 of the articles a preference shareholder may at any time require the company to redeem without any premium or penalty any number of EUR preference shares, USD A preference shares or USD B preference shares held by that preference shareholder, together with any applicable EUR preferential dividend or USD A preferential dividend accrued thereon (as calculated in accordance with articles 43 and 44 respectively of the articles) up to (but excluding) the date of redemption.
- (e) Where preference shares are to be redeemed in accordance with paragraph (d) above, the preference shareholder shall give to the company prior notice in writing of the redemption (a **redemption notice**). The redemption notice shall specify the particular preference shares to be redeemed, the date fixed for redemption and shall be given not less than one nor more than 20 business days prior to the date fixed for redemption.
- (f) If the company is not permitted by law or some other provision of these articles to redeem in full the relevant number of preference shares in accordance with paragraphs (a), (b) or (d) above on the date fixed for redemption, the company shall redeem as many of the relevant preference shares as can lawfully and properly be redeemed and if there is more than one holder whose preference shares are due to be redeemed then the preference shares shall be redeemed in proportion as nearly as may be to their existing holdings of relevant preference shares and the company shall redeem the balance as soon as it is lawfully and properly able to do so.
- (g) 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 redeem each preference share to be redeemed and pay to (or to the order of) the holder (or, in the case of any joint holders, to the holder whose name first appears in the company's register of members in respect of such preference share) of each preference share, the amount due to it in respect of such redemption against delivery of a proper receipt for the redemption monies.
- (h) If any certificate delivered to the company pursuant to paragraph (g) above includes any preference shares not falling to be redeemed on the date fixed for redemption, a new certificate in respect of those preference shares shall be issued to the holder(s) thereof as soon as practicable thereafter.
- (i) Subject to paragraph (k) above, there shall be paid on the redemption of each preference share an amount equal to:
  - (i) a sum equal to the entire nominal and premium amounts paid up on such preference share; and
  - (b) all arrears or accruals (if any) of EUR preferential dividend or USD A preferential dividend (as applicable) in respect thereof, irrespective of whether such arrears or accruals have become due and payable in accordance with the provisions of the articles, calculated down to and including the date of actual payment,

and such aggregate amount shall, subject to the company having sufficient profits available for distribution 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.

- (j) Subject to the Statutes and to the extent lawful, the company shall procure that its subsidiaries declare and pay to the company such sums as are required to fund any redemption of the preference shares.
- (k) Notwithstanding paragraphs (a) to (j) above the company and the relevant preference shareholder may be entitled by agreement in writing to redeem a preference share without the payment of all arrears or accruals (if any) of preference dividend in respect of such preference share, in which case any such arrears or accruals (if any) shall remain outstanding in accordance with the terms of the articles.

### 3. EUR REDEEMABLE PREFERENCE SHARES

#### Definitions

**articles** means the company's articles of association, as from time to time amended;

**Companies Act** means the Companies Act 2006 including any statutory modification or re-enactment of it for the time being in force;

**company** means Wind UK Bidco 3 Limited;

**EURIBOR** means the euro interbank offered rate administered by the European Money Markets Institute (or any other person which takes over administration of that rate) for the relevant interest period (being three months) displayed on page EURIBOR01 of the Thomson Reuters screen (or any replacement Thomson Reuters page which displays that rate), or, as the case may be, on the appropriate page of such other information service which publishes that rate from time to time in place of Thomson Reuters or that other information service, provided that if the agreed page or service ceases to be available, the company may specify another page or service displaying the relevant rate after consultation with the EUR preference shareholders;

**EUR preference shares** means the Euro denominated non-voting cumulative redeemable preference shares of EUR0.0001 each in the capital of the company and **EUR preference shareholder** means any holder of those shares;

**EUR rate** means EURIBOR plus 6%;

**Exchange Rate** means, in relation to any currency, the spot rate of exchange at which that currency can be bought with or sold for another currency, as quoted by Bloomberg at or about 11.00 a.m. (London time) on the relevant date or, if no such rate is available, the rate determined by the board in good faith and in a commercially reasonable manner;

**holder** in relation to shares means the person whose name is entered in the register of members as the holder of the shares;

**ordinary shares** means the ordinary shares of USD0.0001 each in the capital of the company and **ordinary shareholder** means any holder of those shares;

**paid** means paid or credited as paid;

**preference shares** means the EUR preference shares, the USD A preference shares and the USD B preference shares and **preference shareholder** means any holder of those shares;

**redemption notice** has the meaning given in article 48(c) of the articles;

**shareholder** means an ordinary shareholder or a preference shareholder;

**share** means an ordinary share, a preference share or any other share in the capital of the company for the time being in issue (but excluding any warrant, option or instrument convertible into, or otherwise entitling the holder, to a share)y;

**SOFR** means the SOFR reference rate administered by CME Group Benchmark Administration Limited (or any other person which takes over the administration of that rate) for the relevant period (being three months) published by CME Group Benchmark Administration Limited (or any other person which takes over the publication of that rate) provided that if the agreed page or service ceases to be available, the company may specify another page or service displaying the relevant rate after consultation with the USD A preference shareholders;

**statutes** means the Companies Act and every other statute, statutory instrument, regulation or order for the time being in force concerning companies registered under the Companies Act;

**USD A preference shares** means the United States Dollar denominated non-voting cumulative redeemable 'A' preference shares of USD0.0001 each in the capital of the company and **USD A preference shareholder** means any holder of those shares;

**USD B preference shares** means the United States Dollar denominated non-voting cumulative redeemable 'B' preference shares of USD0.0001 each in the capital of the company and **USD B preference shareholder** means any holder of those shares; and

**writing** means the representation or reproduction of words, symbols or other information in a visible form by any method or combination of methods, whether sent or supplied in electronic form or otherwise.

### **Voting**

The preference shares shall carry no right to receive notice of, attend or vote in any circumstance at any general meeting or at any other meeting of the company or vote for the purposes of any written resolution of the company.

### **Rights**

#### **Income and Dividends**

- (a) Each EUR preference share shall accrue (without resolution of the board or of the company in general meeting and before application of any profits to reserve or for any other purpose (save as set out in article 42 above) a fixed cumulative preferential dividend at rate equal to the EUR Rate of a sum equal to the entire nominal and premium amounts paid up on such EUR preference share, compounded annually from the issue date which shall accrue daily and be calculated in respect of the period to such date assuming a 360-day year whether or not earned or declared and whether or not there are sufficient profits available for distribution to permit such payment (the **EUR preferential dividend**).
- (b) Each preferential dividend shall, if not previously paid pursuant to article 42(a), be paid on the date of redemption of any EUR preference shares in accordance with articles 48(a), (b) or (d) and shall be paid to the person registered as the holder of the relevant EUR preference share or EUR preference shares on that date and shall be deemed to accrue from day to day as well after as before the commencement of a winding-up and shall therefore be payable by a liquidator in respect of any period after such commencement in priority to other claims or rights of ordinary shareholders in respect of share capital.
- (c) The EUR preferential dividend shall, provided the company has sufficient profits available for distribution out of which to pay the same and notwithstanding that such dividend is expressed to be a fixed cumulative preferential dividend, automatically become a debt due from and immediately payable by the company on the relevant payment date specified in paragraph (b) above.
- (d) Where by reason of the company having had insufficient profits available for distribution it is in arrears with the payment of any EUR preferential dividend pursuant to paragraph (b) above, the first profits available for distribution arising thereafter shall (subject to article 42) be applied:
  - (a) first in or towards paying off all arrears or accruals of the EUR preferential dividend (if any); and
  - (b) thereafter in or towards redeeming all EUR preference shares which have not been redeemed on or by the due date for redemption in accordance with paragraphs (a), (b) or (d) above.
- (e) Save as otherwise set out in these articles, a EUR preference share shall not entitle the holder to any further rights of participation in the profits of the company.

## Capital

- (a) On a return of capital, on a winding up or otherwise the surplus assets of the company available for distribution to shareholders shall be apportioned between the holders of shares, and within each such class of shares, pro rata to their respective shareholdings, in the following manner and order of priority:
- (i) first, in paying (on a *pari passu* basis) to:
    - (i) each holder of a EUR preference share, a sum equal to the entire nominal and premium amount paid up on such EUR preference share together with the aggregate amount of all arrears and accruals (if any) of the EUR preferential dividend in respect of that EUR preference share;
    - (ii) each holder of a USD A preference share, a sum equal to the entire nominal and premium amount paid up on such USD A preference share together with the aggregate amount of all arrears and accruals (if any) of the USD A preferential dividend in respect of that USD A preference share; and
    - (iii) each holder of a USD B preference share, a sum equal to the entire nominal and premium amount paid up on such USD B preference share,

calculated down to and including the date of the commencement of the winding-up (in the case of a winding-up) or the return of capital (in any other case); and
  - (ii) second, in distributing any surplus assets remaining, after the payments under paragraph (a)(i) above, between the holders of ordinary shares pro rata to their respective shareholdings as if they constituted the same class.

### **Are the EUR Redeemable Preference Shares to be redeemed or liable to be redeemed at the option of the company or the shareholder?**

- (a) Subject to the statutes, and to the extent not previously redeemed in accordance with the remainder of article 48 of the articles, the company shall redeem all of the EUR preference shares, USD A preference shares and USD B preference shares in issue (if any) on 1 February 2031, together with all arrears or accruals (if any) of the EUR preferential dividend and USD A preferential dividend up to (but excluding) that date, as calculated in accordance with articles 43 and 44 respectively of the articles.
- (b) Subject to the statutes, and notwithstanding the provisions of articles 42 and articles 47 of the articles, the company may at any time redeem without any premium or penalty any number of EUR preference shares, USD A preference shares or USD B preference shares (in such proportions as may be decided by the board), together with any applicable EUR preferential dividend or USD A preferential dividend accrued thereon (as calculated in accordance with articles 43 and 44 respectively of the articles) up to (but excluding) the date of redemption.
- (c) Where preference shares are to be redeemed in accordance with paragraphs (a) or (b) above, the company shall give to the holders of the relevant preference shares falling to be redeemed prior notice in writing of the redemption (a **redemption notice**). The redemption notice shall specify the particular preference shares to be redeemed, the date fixed for redemption (which, in the case of a redemption pursuant to paragraph (b) above, shall be the expected date for redemption) and shall be given not less than one nor more than 20 business days prior to the date fixed for redemption.
- (d) Subject to the statutes, and notwithstanding the provisions of articles 42 and articles 47 of the articles a preference shareholder may at any time require the company to redeem without any premium or penalty any number of EUR

preference shares, USD A preference shares or USD B preference shares held by that preference shareholder, together with any applicable EUR preferential dividend or USD A preferential dividend accrued thereon (as calculated in accordance with articles 43 and 44 respectively of the articles) up to (but excluding) the date of redemption.

- (e) Where preference shares are to be redeemed in accordance with paragraph (d) above, the preference shareholder shall give to the company prior notice in writing of the redemption (a **redemption notice**). The redemption notice shall specify the particular preference shares to be redeemed, the date fixed for redemption and shall be given not less than one nor more than 20 business days prior to the date fixed for redemption.
- (f) If the company is not permitted by law or some other provision of these articles to redeem in full the relevant number of preference shares in accordance with paragraphs (a), (b) or (d) above on the date fixed for redemption, the company shall redeem as many of the relevant preference shares as can lawfully and properly be redeemed and if there is more than one holder whose preference shares are due to be redeemed then the preference shares shall be redeemed in proportion as nearly as may be to their existing holdings of relevant preference shares and the company shall redeem the balance as soon as it is lawfully and properly able to do so.
- (g) 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 redeem each preference share to be redeemed and pay to (or to the order of) the holder (or, in the case of any joint holders, to the holder whose name first appears in the company's register of members in respect of such preference share) of each preference share, the amount due to it in respect of such redemption against delivery of a proper receipt for the redemption monies.
- (h) If any certificate delivered to the company pursuant to paragraph (g) above includes any preference shares not falling to be redeemed on the date fixed for redemption, a new certificate in respect of those preference shares shall be issued to the holder(s) thereof as soon as practicable thereafter.
- (i) Subject to paragraph (k) above, there shall be paid on the redemption of each preference share an amount equal to:
  - (i) a sum equal to the entire nominal and premium amounts paid up on such preference share; and
  - (b) all arrears or accruals (if any) of EUR preferential dividend or USD A preferential dividend (as applicable) in respect thereof, irrespective of whether such arrears or accruals have become due and payable in accordance with the provisions of these articles, calculated down to and including the date of actual payment,

and such aggregate amount shall, subject to the company having sufficient profits available for distribution 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.

- (j) Subject to the Statutes and to the extent lawful, the company shall procure that its subsidiaries declare and pay to the company such sums as are required to fund any redemption of the preference shares.
- (k) Notwithstanding paragraphs (a) to (j) above, the company and the relevant preference shareholder may be entitled by agreement in writing to redeem a preference share without the payment of all arrears or accruals (if any) of preference dividend in respect of such preference share, in which

case any such arrears or accruals (if any) shall remain outstanding in accordance with the terms of the articles.