

# SH01

## Return of allotment of shares



You can use the WebFiling service to file this form online.  
Please go to [www.companieshouse.gov.uk](http://www.companieshouse.gov.uk)

☒ **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  
or on formation of the company  
for an allotment of a new  
share by an unlimited company

FRIDAY



\*R57UUY1E\*  
RM 27/05/2016 #139  
COMPANIES HOUSE

### 1 Company details

Company number 0 7 7 4 5 8 2 4

Company name in full ABI ALPHA LIMITED

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

All fields are mandatory unless  
specified or indicated by \*

### 2 Allotment dates ①

From Date 9 9 0 5 2 0 1 6  
To Date 9 9 0 5 2 0 1 6

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
ORDINARY	GBP	116667	0 01	1 00	0 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)

## 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
ORDINARY	1.00	0.00	350000	£ 3,500.00
ORDINARY A	1.00	0.00	1125670	£ 11,256.70
ORDINARY B	1.00	0.00	524330	£ 5,243.30
				£
<b>Totals</b>			2000000	£ 20,000.00

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
<b>Totals</b>				

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
<b>Totals</b>				

6

## Statement of capital (Totals)

	Please give the total number of shares and total aggregate nominal value of issued share capital		<b>④ Total aggregate nominal value</b> Please list total aggregate values in different currencies separately. For example: £100 + €100 + \$10 etc
Total number of shares	2000000		
Total aggregate nominal value <b>④</b>	20000		

① Including both the nominal value and any share premium

② E.g. Number of shares issued multiplied by nominal value of each share

③ 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	Ordinary
Prescribed particulars ①	Except with B Shareholder Consent and Investor Approval, the Company may not distribute any profits in respect of any financial year unless and until all the Loan Notes have been redeemed and all the interest thereon has been paid in full Following the date on which all Loan Notes have been redeemed an all interest thereas has been paid in full or if later the third anniversary of the Adoption Date any profits which the Company may determine to distribute in respect of any financial year shall be applied amongst the holders of the (see continuation sheet)
Class of share	'A' Ordinary
Prescribed particulars ①	See continuation sheet
Class of share	'B' Ordinary
Prescribed particulars ①	See continuation sheet

**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

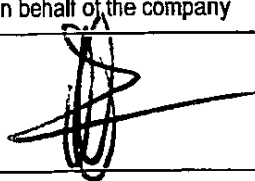
**8 Signature**

I am signing this form on behalf of the company

Signature

Signature

X



X

This form may be signed by:

Director ②, Secretary, Person authorised ③, Administrator, Administrative receiver, Receiver, Receiver manager, CIC manager.

**② Societas Europaea**

If the form is being filed on behalf of a Societas Europaea (SE) please delete 'director' and insert details of which organ of the SE the person signing has membership

**③ Person authorised**

Under either section 270 or 274 of the Companies Act 2006

# 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

Company name

DLA Piper UK LLP

Address Princes Exchange

Princes Square

LEEDS

Post town

Country/Region

Postcode

L S 1 4 B Y

Country

DX DX 12017 LEEDS

Telephone 08700 111 111



### 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](http://www.companieshouse.gov.uk) or email [enquires@companieshouse.gov.uk](mailto:enquires@companieshouse.gov.uk)

This form is available in an alternative format. Please visit the forms page on the website at [www.companieshouse.gov.uk](http://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	Ordinary
Prescribed particulars	<p>Equity Shares (par passu) On a return of capital of the Company on a Liquidation or otherwise (other than a redemption of shares or the purchase by the Company of its own shares), the surplus assets and retained profits of the Company available for distribution among the Members will be applied</p> <p>(a) first in paying to the holders of the A Shares and the B Shares (par passu as if they constituted one class of share) an amount equal to the subscription price (inclusive of any premium) paid for such shares,</p> <p>(b) next, in paying to the holders of the Ordinary Shares an amount equal to the subscription price (inclusive of any premium) paid for such shares, and, subject thereto, the balance of such assets shall belong to and be distributed amongst the holders of the Equity Shares (par passu as if they constituted one class of share) procedure</p> <p>3 3 2 Subject to Articles 3 3 3 and Article 10 6, the Ordinary Shares, A Shares and B Shares shall respectively confer on each holder thereof (in that capacity) the right to receive notice of and to attend, speak and vote at, all general meetings of the Company and to vote on resolutions of the Company and on a poll or written resolution to exercise one vote per Equity Share</p> <p>3 3 3 If</p> <p>(a) there has been a material breach of the Investment Agreement or these Articles by either the Company or the B Shareholders which in the opinion of an Investor Majority has had or might reasonably be considered likely to have a material and adverse effect on the A Shareholders' investment in the Company and which, if capable of being remedied, has remained unremedied for a period of 15 Business Days from the date of notification of such breach by an Investor Majority to the Company and B Shareholders,</p> <p>Or</p> <p>(b) any act, omission or event has occurred which constitutes or may constitute (with the passage of time or the giving of notice) an event of default under the Facility Documents, or</p> <p>(c) all or any part of the principal amount of the Investor Loan Notes, or any interest thereon, has become due for repayment or payment and has not been paid in full (save in circumstances where such repayments or payments (as the case may be), are not permitted to be paid under the provisions of the Facility Documents),</p> <p>the provisions of Article 3 3 4 will apply</p>

# SH01 - continuation page

## Return of allotment of shares

7

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

Class of share	Ordinary	
Prescribed particulars	<p>3 3 4 For so long as any Default Event is continuing and subject to Article 3 5 8, each holder of A Ordinary Shares shall be entitled, upon service of notice at the registered office of the Company that such holder wishes such Shares to carry additional votes, to exercise on a poll vote at a general meeting, or on a vote on a written resolution such number of votes for every A Ordinary Share of which it is the holder as shall confer upon the A Ordinary Shares as a class 95% of the total voting rights of all Shares at the relevant time</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><b>3 1 As regards income</b></p> <p><b>3 1 1</b> Except with B Shareholder Consent and Investor Approval, the Company may not distribute any profits in respect of any financial year unless and until all the Loan Notes have been redeemed and all interest thereon has been paid in full</p> <p><b>3 1 2</b> Subject to Article 3 1 1, until the later of (i) the third anniversary of the Adoption Date and (ii) the date on which all the Loan Notes have been redeemed and all interest thereon has been paid in full any profits which the Company may determine to distribute in respect of any financial year shall be applied amongst the holders of the A Shares and the B Shares (pari passu as if the same constituted one class of share)</p> <p><b>3 1 3</b> Following the date on which all Loan Notes have been redeemed and all interest thereon has been paid in full or, if later, the third anniversary of the Adoption Date any profits which the Company may determine to distribute in respect of any financial year shall be applied amongst the holders of the Equity Shares (pari passu as if the same constituted a class of share)</p> <p><b>3 2 As regards capital</b></p> <p><b>3 2 1</b> On a return of capital of the Company on a Liquidation or otherwise (other than a redemption of shares or the purchase by the Company of its own shares), the surplus assets and retained profits of the Company available for distribution among the Members will be applied</p> <p>(a) first in paying to the holders of the A Shares and the B Shares (pari passu as if they constituted one class of share) an amount equal to the subscription price (inclusive of any premium) paid for such shares,</p> <p>(b) next, in paying to the holders of the Ordinary Shares an amount equal to the subscription price (inclusive of any premium) paid for such shares,</p> <p>and, subject thereto, the balance of such assets shall belong to and be distributed amongst the holders of the Equity Shares (pari passu as if they constituted one class of share)</p> <p><b>3 2 2</b> Any return on some but not all of any Shares of a particular class (or which are to be treated as if one class pursuant to the Articles) will be made amongst their holders pro rata as nearly as possible to their respective holdings of Shares of that class</p> <p><b>3 2 3</b> Other than pursuant to Article 8 6, the Company shall not effect a purchase of any Shares until all of the Loan Notes have been redeemed and all interest thereon has been paid in full without B Shareholder Consent and Investor Approval</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>3 3 As regards voting</p> <p>3 3 1 The voting rights of Members set out in Part B of these Articles are subject to (a) the following provisions of this Article 3 3, and (b) Article 10 5 (suspension of voting rights during compulsory transfer procedure)</p> <p>3 3 2 Subject to Articles 3 3 3 and Article 10 6, the Ordinary Shares, A Shares and B Shares shall respectively confer on each holder thereof (in that capacity) the right to receive notice of and to attend, speak and vote at, all general meetings of the Company and to vote on resolutions of the Company and on a poll or written resolution to exercise one vote per Equity Share</p> <p>3 3 3 If</p> <p>(a) there has been a material breach of the Investment Agreement or these Articles by either the Company or the B Shareholders which in the opinion of an Investor Majority has had or might reasonably be considered likely to have a material and adverse effect on the A Shareholders' investment in the Company and which, if capable of being remedied, has remained unremedied for a period of 15 Business Days from the date of notification of such breach by an Investor Majority to the Company and B Shareholders,</p> <p>Or</p> <p>(b) any act, omission or event has occurred which constitutes or may constitute (with the passage of time or the giving of notice) an event of default under the Facility Documents,</p> <p>Or</p> <p>(c) all or any part of the principal amount of the Investor Loan Notes, or any interest thereon, has become due for repayment or payment and has not been paid in full (save in circumstances where such repayments or payments (as the case may be), are not permitted to be paid under the provisions of the Facility Documents),</p> <p>the provisions of Article 3 3 4 will apply</p> <p>3 3 4 For so long as any Default Event is continuing and subject to Article 3 5 8, each holder of A Ordinary Shares shall be entitled, upon service of notice at the registered office of the Company that such holder wishes such Shares to carry additional votes, to exercise on a poll vote at a general meeting, or on a vote on a written resolution such number of votes for every A Ordinary Share of which it is the holder as shall confer upon the A Ordinary Shares as a class 95% of the total voting rights of all Shares at the relevant time</p>	



# SH01 - continuation page

## Return of allotment of shares

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

Class of share	'B' Ordinary	
Prescribed particulars	<p>3 3 As regards voting</p> <p>3 3 1 The voting rights of Members set out in Part B of these Articles are subject to</p> <p>(a) the following provisions of this Article 3 3, and</p> <p>(b) Article 10 5 (suspension of voting rights during compulsory transfer procedure)</p> <p>3 3 2 Subject to Articles 3 3 3 and Article 10 6, the Ordinary Shares, A Shares and B Shares shall respectively confer on each holder thereof (in that capacity) the right to receive notice of and to attend, speak and vote at, all general meetings of the Company and to vote on resolutions of the Company and on a poll or written resolution to exercise one vote per Equity Share</p> <p>3 3 3 if</p> <p>(a) there has been a material breach of the Investment Agreement or these Articles by either the Company or the B Shareholders which in the opinion of an Investor Majority has had or might reasonably be considered likely to have a material and adverse effect on the A Shareholders' investment in the Company and which, if capable of being remedied, has remained unremedied for a period of 15 Business Days from the date of notification of such breach by an Investor Majority to the Company and B Shareholders,</p> <p>or</p> <p>(b) any act, omission or event has occurred which constitutes or may constitute (with the passage of time or the giving of notice) an event of default under the Facility Documents, or</p> <p>(c) all or any part of the principal amount of the Investor Loan Notes, or any interest thereon, has become due for repayment or payment and has not been paid in full (save in circumstances where such repayments or payments (as the case may be), are not permitted to be paid under the provisions of the Facility Documents),</p> <p>the provisions of Article 3 3 4 will apply</p> <p>3 3 4 For so long as any Default Event is continuing and subject to Article 3 5 8, each holder of A Ordinary Shares shall be entitled, upon service of notice at the registered office of the Company that such holder wishes such Shares to carry additional votes, to exercise on a poll vote at a general meeting, or on a vote on a written resolution such number of votes for every A Ordinary Share of which it is the holder as shall confer upon the A Ordinary Shares as a class 95% of the total voting rights of all Shares at the relevant time</p>	

# SH01 - continuation page

## Return of allotment of shares

7

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

Class of share	'B' Ordinary
Prescribed particulars	<p>3 1 As regards income</p> <p>3 1 1 Except with B Shareholder Consent and Investor Approval, the Company may not distribute any profits in respect of any financial year unless and until all the Loan Notes have been redeemed and all interest thereon has been paid in full</p> <p>3 1 2 Subject to Article 3 1 1, until the later of (i) the third anniversary of the Adoption Date and (ii) the date on which all the Loan Notes have been redeemed and all interest thereon has been paid in full any profits which the Company may determine to distribute in respect of any financial year shall be applied amongst the holders of the A Shares and the B Shares (par passu as if the same constituted one class of share)</p> <p>3 1 3 Following the date on which all Loan Notes have been redeemed and all interest thereon has been paid in full or, if later, the third anniversary of the Adoption Date any profits which the Company may determine to distribute in respect of any financial year shall be applied amongst the holders of the Equity Shares (par passu as if the same constituted a class of share)</p> <p>3 2 As regards capital</p> <p>3 2 1 On a return of capital of the Company on a Liquidation or otherwise (other than a redemption of shares or the purchase by the Company of its own shares), the surplus assets and retained profits of the Company available for distribution among the Members will be applied</p> <p>(a) first in paying to the holders of the A Shares and the B Shares (par passu as if they constituted one class of share) an amount equal to the subscription price (inclusive of any premium) paid for such shares,</p> <p>(b) next, in paying to the holders of the Ordinary Shares an amount equal to the subscription price (inclusive of any premium) paid for such shares,</p> <p>and, subject thereto, the balance of such assets shall belong to and be distributed amongst the holders of the Equity Shares (par passu as if they constituted one class of share)</p> <p>3 2 2 Any return on some but not all of any Shares of a particular class (or which are to be treated as if one class pursuant to the Articles) will be made amongst their holders pro rata as nearly as possible to their respective holdings of Shares of that class</p> <p>3 2 3 Other than pursuant to Article 8 6, the Company shall not effect a purchase of any Shares until all of the Loan Notes have been redeemed and all interest thereon has been paid in full without B Shareholder Consent and Investor Approval</p>