

SH01

Return of allotment of shares

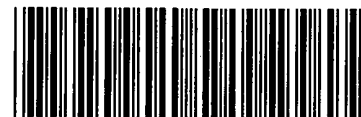


Go online to file this information
www.gov.uk/companieshouse

✓ **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 a company
on formation of the company or
for an allotment of a new class of
shares by an unlimited company.

WEDNESDAY



A5HWZYPK

A16 19/10/2016 #296

COMPANIES HOUSE

A5FWQ181

A25 20/09/2016 #15

COMPANIES HOUSE

1 Company details

Company number 0 8 9 2 2 4 0 9

Company name in full TYRION SECURITY TOPCO 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 d₂ d₃ m₁ m₁ y₂ y₀ y₁ y₅

To Date d d m m y y y y

① **Allotment date**
If all shares were allotted on the
same day enter that date in the
'from date' box. If shares were
allotted over a period of time,
complete both 'from date' and 'to
date' boxes.

3 Shares allotted

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

② **Currency**
If currency details are not
completed we will assume currency
is in pound sterling.

Currency ②	Class of shares (E.g. Ordinary/Preference etc.)	Number of shares allotted	Nominal value of each share	Amount paid (including share premium) on each share	Amount (if any) unpaid (including share premium) on each share
GBP	B2 Ordinary Shares	2616	0.01	2.00	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)

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Statement of capital

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

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

Please use a Statement of Capital continuation page if necessary.

Currency 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
Currency table A				
	Please see continuation sheet			
	Totals			
Currency table B				
	Totals			
Currency table C				
	Totals			
		Total number of shares	Total aggregate nominal value ①	Total aggregate amount unpaid ①
Totals (including continuation pages)		1028239	12166.15	0

① Please list total aggregate values in different currencies separately.
For example: £100 + €100 + \$10 etc.

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Return of allotment of shares

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Statement of capital

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

Currency Complete a separate table for each currency	Class of shares E.g. Ordinary/Preference etc.	Number of shares	Aggregate nominal value (£, €, \$, etc) Number of shares issued multiplied by nominal value	Total aggregate amount unpaid, if any (£, €, \$, etc) Including both the nominal value and any share premium
GBP	A Ordinary Shares	889550	8,895.50	
GBP	B1 Ordinary Shares	62792	2,511.68	
GBP	B2 Ordinary Shares	60199	601.99	
GBP	B3 Ordinary Shares	15698	156.98	
Totals		1028239	12,166.15	0

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

Please give the prescribed particulars of rights attached to shares for each class of share shown in the share capital tables in **Section 4**.

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.

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

Continuation page

Please use a Statement of Capital continuation page if necessary.

Class of share

A Ordinary Shares

Prescribed particulars

1

Please see continuation sheet

Class of share

B1 Ordinary Shares

Prescribed particulars

1

Please see continuation sheet

Class of share

B2 Ordinary Shares

Prescribed particulars

1

Please see continuation sheet


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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.

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5 Statement of capital (prescribed particulars of rights attached to shares)		
Class of share	B3 Ordinary Shares	
Prescribed particulars	Please see continuation sheet	

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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 ISI

Company name Travers Smith LLP

Address 10 Snow Hill

Post town London

County/Region

Postcode E C 1 A 2 A L

Country

DX

Telephone



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.



Checklist

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

Please make sure you have remembered the following:

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



Further information

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

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

Registered no. 8922409

SH01 CONTINUATION PAGES
(PRESCRIBED PARTICULARS OF RIGHTS ATTACHED TO SHARES)
TYRION SECURITY TOPCO LIMITED

All terms defined in these continuation pages shall have meanings as set out in the Articles of Association of Tyrion Security Topco Limited, passed on 18 July 2014.

SHARE RIGHTS

1. DIVIDEND RIGHTS

- 1.1** Subject to (i) the Board recommending payment of the same, (ii) Investor Consent and (iii) the remaining provisions of Article 4, any Available Profits which the Company may determine to distribute in respect of any financial year shall be distributed amongst the holders of the A Ordinary Shares, B1 Ordinary Shares, B2 Ordinary Shares and B3 Ordinary Shares (pari passu as if the same constituted one class of share) according to the number of such Shares held by the relevant Shareholder at the relevant time.
- 1.2** The Deferred Shares shall carry no right to participate in a dividend.

2. RETURN OF CAPITAL RIGHTS

- 2.1** The rights as regards return of capital attaching to each class of Shares shall be as set out in this Article.
- 2.2** 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 and all other sums payable in priority shall be applied in the following order:
- 2.2.1** in priority to any payments to be made pursuant to Article 5.2.2, in paying to each holder of A Ordinary Shares, B1 Ordinary Shares, B2 Ordinary Shares and B3 Ordinary Shares (pari passu as if the same constituted one class of shares) in respect of each A Ordinary Share, B1 Ordinary Share, B2 Ordinary Share and/or B3 Ordinary Share of which it is the holder, a sum equal to the Issue Price thereof;
- 2.2.2** 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 Equity Shares held by the relevant Shareholder at the relevant time; and
- 2.2.3** after the distribution of the first £1,000,000,000 of such assets under Articles 5.2.1 and 5.2.2, holders of the Deferred Shares shall be entitled to receive an amount equal to the nominal value thereof and thereafter, any balance of such assets shall be distributed in the same manner as under Article 5.2.2 above.

3. VOTING RIGHTS

- 3.1** The voting rights attached to each class of Shares shall be as set out in this Article:
- 3.1.1** on a written resolution, every Shareholder holding one or more A Ordinary Shares, B1 Ordinary Shares or B3 Ordinary Share on the date on which the resolution is circulated as required by the Act shall, subject to sections 289 and 290 of the Act and these Articles, have one vote for each A Ordinary Share, one vote for each B3 Ordinary Share and four votes for each B1 Ordinary Share held by him;
- 3.1.2** on a resolution to be passed at a general meeting of the Company on a show of hands, every qualifying person (as defined in section 318(3) of the Act) present who holds one or more A Ordinary Shares, B1 Ordinary Shares or B3 Ordinary Shares shall, subject to section 323(4) of the Act, have one vote for each A Ordinary Share, one vote for each B3 Ordinary Share and four votes for each B1 Ordinary Share, save that, subject always to the provisions of Article 6.3 and Article 6.5, a member, as defined in section 318(3)(a) of the Act, who only holds B2 Ordinary Shares shall not count as a qualifying person for the purposes of Article 6.1.2; and
- 3.1.3** on a resolution to be passed at a general meeting of the Company on a poll, every Shareholder holding one or more A Ordinary Shares, B1 Ordinary Shares or B3 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, one vote for each B3 Ordinary Share and four votes for each B1 Ordinary Share of which he is the holder.
- 3.2** The holders of B2 Ordinary Shares and/or Deferred Shares shall not have any voting rights but shall, subject to sections 289 and 290 of the Act, 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 resolution; and (ii) to receive notice of general meetings of the Company but not to attend or vote at any general meeting.
- 3.3** If at any time a Default Event has occurred and the Majority Investors (by an Investor Direction) so direct, then:
- 3.3.1** the B1 Ordinary Shares, the B3 Ordinary Shares and any 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 of the holders of any class of Shares in the Company, or to attend and vote (whether on a show of hands or on a poll) at any general meeting of the Company or at any separate class meeting;
- 3.3.2** new shares in the Company may be issued, ranking ahead of or *pari passu* with the B1 Ordinary Shares, the B2 Ordinary Shares and the B3 Ordinary Shares, without the consent of the holders of the B1 Ordinary Shares, the B2 Ordinary Shares and/or the B3 Ordinary Shares respectively (but for the avoidance of doubt, Article 10 (Share Issues) shall continue to apply).
- 3.4** The provisions of Article 6.3 shall continue for so long as the breach or failure giving rise to the Default Event subsists (and for this purpose no account shall be taken of any waiver given by any person in respect of any such breach or any standstill agreement or similar

arrangement with any person) or, in respect of a Default Event referred to in (a)(i) of the definition of "Default Event" until such time as the winding up or dissolution is overturned by a court of law in the relevant jurisdiction.

3.5 For the avoidance of doubt, the provisions in Article 6.3 shall enable the holders of any A Ordinary Shares in issue from time to time who are Investors to:

3.5.1 consent to the holding of a general meeting of the Company or a separate class meeting on short notice pursuant to the Act on the basis that such holders would constitute the only Shareholders who would be entitled to attend and vote at the general meeting or separate class meeting; and

3.5.2 pass written resolutions of the Company and/or a separate class of Shares pursuant to the Act, on the basis that such holders would constitute the only Shareholders who would be entitled to vote on a written resolution and/or class written resolution.

3.6 The provisions of Article 6.7 shall apply if the Majority Investors by an Investor Direction so direct, if at any time:

3.6.1 any Shareholder or his Permitted Transferee (other than an Investor) is:

(a) in material breach of the provisions of these Articles (without prejudice to the provisions of Article 10.3); and/or

(b) is in breach of any Material Provision and such breach does not materially or consistently affect an Investor's rights or interests and/or affect its ability to adequately monitor its investment in the Group and/or satisfy its obligations to its direct and indirect investors and/or regulators

and, in each case, such breach (where capable of being remedied) has not been remedied (without any cost, loss or expenses to any Group Company and/or any Investor) within a period of 3 Business Days of the date on which the Majority Investors first notify the the chief financial officer of the Group or the CEO that the relevant breach has occurred; or

3.6.2 any Group Company is entitled to terminate any contract of employment by reason of a repudiatory breach thereof by an employee who is a Shareholder or whose Permitted Transferee(s) are Shareholders or who is otherwise entitled to Shares held by a nominee or trustee on his behalf; or

3.6.3 any person becomes a Leaver.

3.7 If the provisions of this Article apply:

3.7.1 the Shares which such person holds or to which he is entitled;

3.7.2 any Shares formerly held by such person, which have been transferred either in breach of the provisions of these Articles or in accordance with Article 12 (Permitted Transfers); and

3.7.3 any Shares formerly held by a Family Member of such person or trustee of a Family Trust of such person, which have been transferred either in breach of the provisions of these Articles or in accordance with Article 12 (Permitted Transfers),

shall immediately cease to entitle the holders thereof to vote on any written resolution of the Company or of the holders of any class of Shares in the Company and to attend and vote (whether on a show of hands or on a poll) at any general meeting of the Company or at any separate class meeting.

3.8 The provisions of Article 6.7 shall continue:

3.8.1 in the case of Article 6.6.1, for so long as such breach subsists (and for this purpose no account shall be taken of any waiver given by any person in respect of any such breach or any standstill agreement or similar arrangement with any person); or

3.8.2 in the case of Articles 6.6.2 and 6.6.3, until such time as such person and any Permitted Transferee of such person under Articles 12.1.1 or 12.1.2, ceases to be a Shareholder.

3.9 The class rights attaching to the A Ordinary Shares may be varied or abrogated either with the consent in writing of the holders of at least 75% in number of the A Ordinary Shares who would have been entitled to vote at a separate meeting of the holders of A Ordinary Shares or with the sanction of a special resolution passed at a separate class meeting of the holders of the A Ordinary Shares. Any variation or abrogation which does not affect the class rights attaching to the A Ordinary Shares shall not require such consent.

3.10 The class rights attaching to the B1 Ordinary Shares may be varied or abrogated either with the consent in writing of the holders of at least 75% in number of the B1 Ordinary Shares who would have been entitled to vote at a separate meeting of the holders of B1 Ordinary Shares or with the sanction of a special resolution passed at a separate class meeting of the holders of the B1 Ordinary Shares. Any variation or abrogation which does not affect the class rights attaching to the B1 Ordinary Shares shall not require such consent.

3.11 The class rights attaching to the B2 Ordinary Shares may be varied or abrogated either with the consent in writing of the holders of at least 50% in number of the B2 Ordinary Shares who would have been entitled to vote at a separate meeting of the holders of B2 Ordinary Shares or with the sanction of a special resolution passed at a separate class meeting of the holders of the B2 Ordinary Shares. Any variation or abrogation which does not affect the class rights attaching to the B2 Ordinary Shares shall not require such consent.

3.12 The class rights attaching to the B3 Ordinary Shares may be varied or abrogated either with the consent in writing of the holders of at least 50% in number of the B3 Ordinary Shares who would have been entitled to vote at a separate meeting of the holders of B3 Ordinary Shares or with the sanction of a special resolution passed at a separate class meeting of the holders of the B3 Ordinary Shares. Any variation or abrogation which does not affect the class rights attaching to the B3 Ordinary Shares shall not require such consent.

3.13 Notwithstanding any other provision to the contrary, the class rights attaching to the B1 Ordinary Shares, B2 Ordinary Shares and/or the B3 Ordinary Shares may also be varied or abrogated either with the consent in writing of the holders of at least 50% in number of

the B Ordinary Shares (with the B1 Ordinary Shares, B2 Ordinary Shares and B3 Ordinary Shares being treated as if they were one class of Shares). Any variation or abrogation which does not affect the class rights attaching to the B Ordinary Shares shall not require such consent

3.14 Unless otherwise expressly provided by the terms of issue, the rights attaching to any class of shares shall not be deemed to be varied or abrogated by:

3.14.1 the creation, allotment or issue of further shares or securities convertible into shares, ranking subsequent to, *pari passu* with, or in priority to them, or the issue of any debt securities by the Company or any other Group Company, or the purchase or redemption by the Company of its own shares in accordance with the Act; or

3.14.2 any alteration to these Articles made conditional upon, or otherwise in connection with, a Sale, a Listing, a Solvent Reorganisation or in connection with any matter referred to in Article 6.14.1.

4. RIGHTS OF REDEMPTION

4.1 No Shares are redeemable.