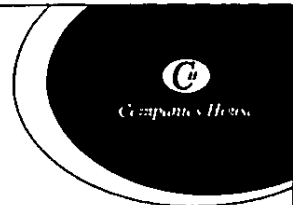


# SH01

## 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 subscription on formation of the company or for an allotment of a new class of shares by an unlimited company

FRIDAY



\*A2YRD5LC\*  
A15 03/01/2014 #331

### 1 Company details

Company number: 08198537  
Company name in full: Advisario 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

From Date: 18/12/2013  
To Date: 18/12/2013

**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)

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

| Class of shares (E.g. Ordinary/Preference etc.) | Currency   | 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 B                                      | £ sterling | 150,000                   | £ 1                         | £ 0.02  | £ 0.98   |
|   |            |                           |                             |   |  |
|   |            |                           |                             |   |  |

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<br>(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 A   | £1                             | NIL                                    | 100                | £100                      |
| Ordinary B   | £0.02                          | £0.98                                  | 150,000            | £150,000                  |
|  |                                |  |                    | £                         |
|  |                                |  |                    | £                         |
| <b>Totals</b>                                      |                                |  | 150,100            | £150,100                  |

#### 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<br>(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<br>(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

|                                 |          |
|---------------------------------|----------|
| Total number of shares          | 150,100  |
| Total aggregate nominal value ④ | £150,100 |

④ Total aggregate nominal value  
Please list total aggregate values in different currencies separately. For example: £100 + €100 + \$10 etc.

① Including both the nominal value and any share premium

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

Continuation Pages  
Please use a Statement of Capital continuation page if necessary

③ Total number of issued shares in this class.

SH01

Return of allotment of shares

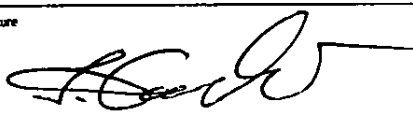
7

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 |   | <p>Ⓢ Prescribed particulars of rights attached to shares</p> <p>The particulars are</p> <ul style="list-style-type: none"> <li>a particulars of any voting rights, including rights that arise only in certain circumstances,</li> <li>b particulars of any rights, as respects dividends, to participate in a distribution,</li> <li>c particulars of any rights, as respects capital, to participate in a distribution (including on winding up), and</li> <li>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.</li> </ul> <p>A separate table must be used for each class of share</p> <p>Continuation page<br/>Please use a Statement of Capital continuation page if necessary</p> |
| Class of share  | Ordinary A  |   |
| Prescribed particulars<br>Ⓢ   | All shares are to rank equally in all respects in relation to voting rights, dividends and capital distributions including on winding up and redemption of shares at the option of the company and/or the shareholder   |   |
| Class of share  | Ordinary B  |   |
| Prescribed particulars<br>Ⓢ   | No right to vote or attend general meetings. No right to dividends<br>Right to return of amount paid upon liquidation together with a 10% premium on amount paid, subject to the attainment by the company of profits exceeding £1million in a financial year or a net asset of £5million. Not Redeemable |   |
| Class of share  |   |   |
| Prescribed particulars<br>Ⓢ   |   |   |

8

Signature

|   |   |  |
|---|---|--|
| I am signing this form on behalf of the company |   | <p>Ⓢ Societas Europaea<br/>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.</p> <p>Ⓢ Person authorised<br/>Under either section 270 or 274 of the Companies Act 2006</p> |
| Signature                                       | <p>Signature</p> <p>X  X</p> <p>This form may be signed by<br/>Director Ⓢ, Secretary, Person authorised Ⓢ, Administrator, Administrative receiver, Receiver, Receiver manager, CIC manager</p> |  |

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

Address

Post town

Country/Region

Postcode

Country

DX

Telephone



**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 [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.companieshouse.gov.uk](http://www.companieshouse.gov.uk)

**Dated: 18 December 2013**

**ADVISARIO LIMITED**  
and  
**IRENEUSZ MARCIN GALECKI**

---

**SUBSCRIPTION AGREEMENT**

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| 5  | Assignment And Other Dealings Prohibited | 5 |
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| 10 | Third Party Rights                       | 6 |
| 11 | Counterparts                             | 6 |
| 12 | Governing Law And Jurisdiction           | 6 |
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**THIS AGREEMENT is dated 18 December 2013**

**PARTIES**

- (1) **ADVISARIO LIMITED** incorporated and registered in England and Wales with company number 08198537 whose registered office is at 3 Queen Street, Ashford, Kent, TN23 1RF (**Employer**), and
- (2) **IRENEUSZ MARCIN GALECKI** of 3 Temple Close, Ashford, Kent, TN23 3PW (the **Employee**)

**RECITALS**

- (A) The Employee is employed by the Employer
- (B) The Employer has resolved to issue and allot the Subscription Terms to the Employee on the terms of and subject to the conditions contained in this agreement
- (C) In particular the Employer has agreed to make the Payment to the Employee on the terms of this agreement and in recognition of the Employee's services to the Employer over the period 01/12/2012 to 30/11/2013
- (D) The Employee wishes to subscribe for the Subscription Shares on the terms of this agreement

**OPERATIVE TERMS**

**1. INTERPRETATION**

1 1 The definitions and rules of interpretation in this clause apply in this agreement

**Application:** the application to subscribe for the Subscription Shares in the form set out in the Schedule,

**Allotment Payment:** the sum of £1,500 being a part payment for the Subscription Shares at the rate of £0.02 per Subscription Share and being 2% of the nominal value of the Subscription Shares

**Employee's Securities** the Subscription Shares and any additional or replacement securities of any description which the Employee acquires by reason of holding

- (a) Subscription Shares, or
- (b) any such additional or replacement securities

**Payment:** the cash sum of £75,000 which the Employer has resolved to make to the Employee,

**Subscription Shares** 75,000 B Class Ordinary Shares of £1 each in the capital of the Employer which will be allotted to the Employee pursuant to this agreement

1 2 Clause headings shall not affect the interpretation of this agreement

1 3 Words in the singular shall include the plural and vice versa

1 4 A reference to a statute or statutory provision is a reference to it as it is in force for the time being, taking account of any amendment, extension, or re-enactment and includes any subordinate legislation for the time being in force made under it

1 5 Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders

1 6 A reference to any party shall include that party's personal representatives, successors and permitted assigns

- 1 7 Any obligation on a party not to do something includes an obligation not to allow that thing to be done
- 1 8 A reference to **this agreement** or to any other agreement or document referred to in this agreement is a reference to this agreement or such other agreement or document as varied or novated (in each case, other than in breach of the provisions of this agreement) from time to time
- 1 9 References to clauses and Schedules are to the clauses and Schedules of this agreement and references to paragraphs are to paragraphs of the relevant Schedule
- 1 10 Any words following the terms including, include, in particular, for example or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms

## **2. SUBSCRIPTION APPLICATION**

- 2 1 In consideration of the Employee making the Application the Employer will make the Payment no later than the date on which the Employee has made the Application and satisfied its terms
- 2 2 The Employee will deliver the Application to the Employer within seven days after the execution of this agreement. Once delivered, the Application may not be withdrawn by the Employee
- 2 3 On or before making the Application the Employee will have deposited with the Employer the Application Payment. Upon receipt of the Application Payment and the Application duly completed and signed by the Employee the Employer will issue and allot the Subscription Shares subject to the Employer's memorandum and articles of association and on the terms of this agreement whereupon the Employer will enter the Employee's name in the Employer's register of members as holder of the Subscription Shares
- 2 4 The Payment will be non-refundable and will be made to the Employee's account as follows
- 2 4 1 **Name of account** Mr I Galecki and Mrs L Galecki
- 2 4 2 **Bank** HSBC
- 2 4 3 **Sort code** 40-02-03
- 2 4 4 **Account number** 11478044

## **3. TERMS OF OFFICE OF EMPLOYMENT**

- 3 1 The Employee acknowledges and undertakes that
- 3 1 1 subject to clause 3, his rights and obligations as an employee or director of the Employer, or any subsidiary of the Employer shall not be affected by the allotment or holding of the Subscription Shares or any other Employee's Securities, and
- 3 1 2 the allotment of Subscription Shares under this agreement will give him no right or expectation to receive further opportunities to subscribe for shares in the Employer, except for any rights which might be available to shareholders as such
- 3 2 The Employee irrevocably waives any rights that may arise to compensation or damages on account of any loss in respect of Employee's Securities where such loss arises (or is claimed to arise), in whole or in part, from



3 2 1 termination of his office or employment with, or

3 2 2 notice to terminate his office or employment given by or to,

the Employer or any subsidiary of the Employer This waiver shall apply however termination of office or employment, or the giving of notice, is caused, and however compensation or damages may be claimed

**4. FURTHER ASSURANCE**

Each party shall, and shall use all reasonable endeavours to procure that any necessary third party shall, promptly execute and deliver such documents and perform such acts as may reasonably be required for the purpose of giving full effect to this agreement

**5. ASSIGNMENT AND OTHER DEALINGS PROHIBITED**

This agreement is personal to the parties and neither party shall assign, transfer, mortgage, charge, subcontract, declare a trust over or deal in any other manner with any of its rights and obligations under this agreement

**6. ENTIRE AGREEMENT**

This agreement and the documents referred to in it constitute the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter

**7. VARIATION**

No variation of this agreement shall be effective unless it is in writing and signed by the parties (or their authorised representatives)

**8 SEVERANCE**

If any provision or part-provision of this agreement is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable If such modification is not possible, the relevant provision or part-provision shall be deemed deleted Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of this agreement

**9. NOTICES**

9 1 A notice given to a party under or in connection with this agreement shall be in writing and sent to the party at the address given in this agreement or as otherwise notified in writing to the other party

9 2 The following table sets out methods by which a notice may be sent and, if sent by that method, the corresponding deemed delivery date and time

| <b>Delivery method</b>   | <b>Deemed delivery date and time</b>  |
|--|---|
| Delivery by hand   | On signature of a delivery receipt or at the time the notice is left at the address |
| Pre-paid first class post or other next working day delivery service providing proof of delivery | at the time recorded by the delivery service  |

9 3 For the purpose of clause 9 2 and calculating deemed receipt

9 3 1 all references to time are to local time in the place of deemed receipt, and

9 3 2 if deemed receipt would occur in the place of deemed receipt on a Saturday or Sunday or a public holiday when banks are not open for business, deemed receipt is deemed to take place at 9 00 am on the day when business next starts in the place of receipt

**10. THIRD PARTY RIGHTS**

No one other than a party to this agreement, their successors and permitted assignees, shall have any right to enforce any of its terms

**11. COUNTERPARTS**

11 1 This agreement may be executed in any number of counterparts, each of which when executed shall constitute a duplicate original, but all the counterparts shall together constitute the one agreement

11 2 No counterpart shall be effective until each party has executed and delivered at least one counterpart

**12. GOVERNING LAW AND JURISDICTION**

12 1 This agreement and any dispute or claim arising out of or in connection with it or its subject matter shall be governed by and construed in accordance with the law of England and Wales

12 2 The courts of England and Wales shall have non-exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this agreement or its subject matter

**THIS AGREEMENT** has been entered into as an agreement on the date first before written

## SCHEDULE 1 Application

The Directors  
Advisario Limited  
3 Queen Street  
Ashford  
Kent  
TN23 1RF

18 December 2013

Dear Sirs,

### **ADVISARIO LIMITED (COMPANY)**

This application is made pursuant to an agreement made between us and dated 18 December 2013 (**the Agreement**). Defined words and phrases used in this application bear the same meaning as ascribed to them in the Agreement save where otherwise provided.

I apply for the allotment and issue to me of the Subscription Shares part paid for cash in the amount of the Allotment Payment and subject to the Company's articles of association and the terms of this letter. This application is irrevocable.

In anticipation of the issue and allotment of the Subscription Shares I have transferred the Allotment Payment to your bank. In consideration for the allotment and issue of the Subscription Shares to me, I formally release the Allotment Payment to you.

I acknowledge that an unpaid balance (being the difference between the nominal value of the Subscription Shares and the Allotment Payment) remains unpaid on the Subscription Shares and that the Company will be entitled to make calls on me for the whole or part of the unpaid balance in the circumstances set out in the Company's articles of association.

The unpaid balance shall reduce by each and any amount that is paid up pursuant to this undertaking from time to time.

I request and authorise you to enter my name in the Company's register of members as holder of the Subscription Shares and to send to me a share certificate in respect of the Subscription Shares issued pursuant to this application. My details for registration are

**Shareholder name:** Ireneusz Marcin Galecki

**Shareholder address:** 3 Temple Close, Ashford, Kent, TN23 3PW

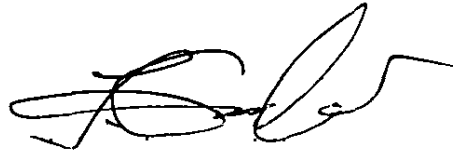
Yours faithfully,



Signed by LUZINETE CRISTINA  
LOPES DE LIMA GALECKI on behalf  
of ADVISARIO LIMITED



Signed by IRENEUSZ MARCIN  
GALECKI



**Dated: 18 December 2013**

**ADVISARIO LIMITED**  
and  
**LUZINETE CRISTINA LOPES DE LIMA GALECKI**

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**SUBSCRIPTION AGREEMENT**

---

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- (2) **LUZINETE CRISTINA LOPES DELIMA GALECKI** of 3 Temple Close, Ashford, Kent, TN23 3PW (**the Employee**)

**RECITALS**

- (A) The Employee is employed by the Employer
- (B) The Employer has resolved to issue and allot the Subscription Terms to the Employee on the terms of and subject to the conditions contained in this agreement
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- (a) Subscription Shares, or
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3 1 2 the allotment of Subscription Shares under this agreement will give him no right or expectation to receive further opportunities to subscribe for shares in the Employer, except for any rights which might be available to shareholders as such

3 2 The Employee irrevocably waives any rights that may arise to compensation or damages on account of any loss in respect of Employee's Securities where such loss arises (or is claimed to arise), in whole or in part, from



3 2 1 termination of his office or employment with, or

3 2 2 notice to terminate his office or employment given by or to,

the Employer or any subsidiary of the Employer This waiver shall apply however termination of office or employment, or the giving of notice, is caused, and however compensation or damages may be claimed

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## SCHEDULE 1 Application

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3 Queen Street  
Ashford  
Kent  
TN23 1RF

18 December 2013

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### ADVISARIO LIMITED (COMPANY)

This application is made pursuant to an agreement made between us and dated 18 December 2013 (**the Agreement**) Defined words and phrases used in this application bear the same meaning as ascribed to them in the Agreement save where otherwise provided

I apply for the allotment and issue to me of the Subscription Shares part paid for cash in the amount of the Allotment Payment and subject to the Company's articles of association and the terms of this letter This application is irrevocable

In anticipation of the issue and allotment of the Subscription Shares I have transferred the Allotment Payment to your bank In consideration for the allotment and issue of the Subscription Shares to me, I formally release the Allotment Payment to you

I acknowledge that an unpaid balance (being the difference between the nominal value of the Subscription Shares and the Allotment Payment) remains unpaid on the Subscription Shares and that the Company will be entitled to make calls on me for the whole or part of the unpaid balance in the circumstances set out in the Company's articles of association

The unpaid balance shall reduce by each and any amount that is paid up pursuant to this undertaking from time to time

I request and authorise you to enter my name in the Company's register of members as holder of the Subscription Shares and to send to me a share certificate in respect of the Subscription Shares issued pursuant to this application My details for registration are

**Shareholder name:** Luzinete Cristina Lopes DeLima Galecki

**Shareholder address:** 3 Temple Close, Ashford, Kent, TN23 3PW

Yours faithfully,



Signed by IRENEUSZ MARCIN  
GALECKI on behalf of ADVISARIO  
LIMITED

A handwritten signature in black ink, appearing to be 'Ireneusz Galecki', written in a cursive style.

Signed by LUZINETE CRISTINA  
LOPES DE LIMA GALECKI:

A handwritten signature in black ink, appearing to be 'Luzinete Galecki', written in a cursive style.