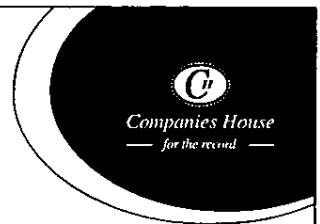


19407/13

In accordance with  
Section 860 of the  
Companies Act 2006

# MG01

## Particulars of a mortgage or charge



A fee is payable with this form  
We will not accept this form unless you send the correct fee  
Please see 'How to pay' on the last page

☒ **What this form is for**  
You may use this form to register  
particulars of a mortgage or charge  
in England and Wales or Northern  
Ireland

☐ **What this form is NOT for**  
You cannot use this form to  
register particulars of a charge for  
company. To do this, please  
use form MG01s

MONDAY



A22 19/12/2011 #212

COMPANIES HOUSE

For official use

### 1 Company details

Company number 07062201  
Company name in full APR ENERGY PLC (the "Chargor")

**2**  
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 creation of charge

Date of creation 28/11/2011

### 3 Description

Please give a description of the instrument (if any) creating or evidencing the  
charge, e.g. 'Trust Deed', 'Debenture', 'Mortgage', or 'Legal charge'

Description OS A debenture (the "Debenture") granted by the "Chargor" in favour of WELLS FARGO BANK,  
NATIONAL ASSOCIATION (the "Administrative Agent") in its capacity as administrative agent and  
trustee for the benefit of each of the Secured Parties (as defined below)

### 4 Amount secured

Please give us details of the amount secured by the mortgage or charge

Amount secured 20 The Chargor has covenanted with the Administrative Agent that it will  
pay the Secured Obligations on demand as and when the same  
become payable under the terms of the Loan Documents

For definitions of capitalised terms used in this Form MG01, please  
see paragraph 7 of Part 6 of this Form MG01

**Continuation page**  
Please use a continuation page if  
you need to enter more details

MG01

Particulars of a mortgage or charge

<b>5</b>	<b>Mortgagee(s) or person(s) entitled to the charge (if any)</b>	
	Please give the name and address of the mortgagee(s) or person(s) entitled to the charge	
Name	WELLS FARGO BANK, NATIONAL ASSOCIATION ✓	
Address	MAC D1109-019	
	1525 West W T Harris Blvd Charlotte, United States of America	
Postcode	N C 2 8 2 6 2	
Name		
Address		
Postcode		

**Continuation page**  
Please use a continuation page if you need to enter more details

<b>6</b>	<b>Short particulars of all the property mortgaged or charged</b>	
	Please give the short particulars of the property mortgaged or charged	
Short particulars	<p><b>1 CHARGING PROVISIONS</b></p> <p><b>1 1 Fixed Security</b></p> <p>The Chargor</p> <p>(a) has charged to the Administrative Agent by way of first legal mortgage all its right, title and interest in and to such of the Real Property as is constituted by or referable to the freehold property specified in Schedule 3 of the Debenture,</p> <p>(b) has charged to the Administrative Agent by way of first fixed charge, all its right title and interest in and to the Real Property to the extent that the same is not the subject of the legal mortgage under paragraph (a) above,</p> <p>(c) has charged to the Administrative Agent by way of first fixed charge, all its right, title and interest in and to</p> <p>(i) the Tangible Moveable Property to the extent not attached to the Real Property as fixtures,</p> <p>(ii) the Shares and all Accruing Property directly or indirectly attributable thereto together with, in each case, all dividends, interest, redemption proceeds and other moneys payable in respect thereof,</p> <p>(iii) the Accounts,</p> <p>(iv) the Intellectual Property,</p>	

# MG01 - continuation page

## Particulars of a mortgage or charge

6	Short particulars of all the property mortgaged or charged
	Please give the short particulars of the property mortgaged or charged
Short particulars	<p>(v) the Investments (to the extent not assigned under paragraph (d) below) and all Accruing Property directly or indirectly attributable thereto together with, in each case, all dividends, interest, redemption proceeds and other moneys payable in respect thereof,</p> <p>(vi) its present and future goodwill,</p> <p>(vii) its present and future uncalled capital,</p> <p>(viii) all present and future permissions, consents and authorisations (statutory or otherwise) held in connection with its business, and</p> <p>(ix) any beneficial interest, claim or entitlement which it may have now or from time to time hereafter to any assets of any pension fund, and</p> <p>(d) assigns to the Administrative Agent all its right, title and interest in and to</p> <p>(i) those Investments constituted by contractual rights against (or rights in respect of investment and other accounts with) agents, custodians, fiduciaries, clearing systems and other intermediaries,</p> <p>(ii) the Book and Other Debts, and</p> <p>(iii) the Insurance Policies,</p> <p>in each case together with all Related Rights relating thereto, with full title guarantee and to secure the payment and discharge of the Secured Obligations, but so far as concerns any such asset which the Chargor may not assign or charge without the consent of a third party, only after that consent is obtained, to the intent that thereupon such asset shall be charged or assigned (as the case may be) to the Administrative Agent under this Clause 1 1 (and be deemed to have been so charged or assigned since the date hereof) and until then the purported charge or assignment in respect thereof shall operate as an assignment of any and all damages, compensation, remuneration, profit, rent or income attributable thereto to which the Chargor may be entitled (or which the Chargor may be awarded or otherwise derive therefrom) to secure the payment and discharge of the Secured Obligations</p> <p>1 2 Floating Charge</p> <p>(a) The Chargor has charged to the Administrative Agent by way of first floating charge the whole of its undertaking and assets, present and future (other than assets effectively charged or assigned pursuant to Clause 4 1 (Fixed Security)), in each case with full title guarantee and to secure the payment and discharge of the Secured Obligations</p> <p>(b) Paragraph 14 of Schedule B1 to the Insolvency Act 1986 shall apply to the floating charge hereby created to the intent that such floating charge shall be a qualifying floating charge for the purposes of sub-paragraph (1) of such paragraph</p>

# MG01 - continuation page

## Particulars of a mortgage or charge

6	Short particulars of all the property mortgaged or charged
	Please give the short particulars of the property mortgaged or charged
Short particulars	<p><b>1 3 Intellectual Property Restricting Charging</b></p> <p>(a) There shall be excluded from the charge created by Clause 1 1 (Fixed Security) and from the operation of Clause 3 (Further Assurance) any Intellectual Property in which the Chargor has an interest under any licence or other agreement which either precludes absolutely or conditionally (including requiring the consent of any third party) the Chargor from creating any charge over its interest in that Intellectual Property (each an "Excluded Intellectual Property") until the relevant condition or waiver has been satisfied or obtained</p> <p>(b) For each Excluded Intellectual Property, the Chargor has undertaken to use its reasonable endeavours promptly to apply for the relevant consent or waiver of prohibition or condition and, in respect of any licence or agreement which provides that the relevant third party will not unreasonably withhold its consent to charging, to use its reasonable endeavours to obtain such consent as soon as possible and promptly on request to keep the Administrative Agent informed of the progress of its negotiations, provided that no such action shall be required if the Chargor would incur a material cost in so doing or damage any relevant commercial relationship</p> <p>(c) Forthwith upon receipt of the relevant waiver or consent, the relevant formerly Excluded Intellectual Property shall stand charged to the Administrative Agent under Clause 1 1 (Fixed Security) If required by the Administrative Agent, at any time following receipt of that waiver or consent, the Chargor will forthwith execute a valid fixed charge or legal assignment in such form as the Administrative Agent shall reasonably require (but on terms no more onerous than pursuant to the Debenture)</p> <p><b>2 CRYSTALLISATION OF FLOATING CHARGE</b></p> <p><b>2 1 By Notice</b></p> <p>The Administrative Agent may at any time by notice in writing to the Chargor convert the floating charge created pursuant to Clause 1 2 (Floating Charge) with immediate effect into a fixed charge as regards any property or assets specified in the notice if</p> <p>(a) the security hereby constituted has become enforceable as herein provided,</p> <p>(b) the Administrative Agent considers that any of the Charged Property the subject of that notice may be in jeopardy or in danger of being seized or sold (other than at the Chargor's behest (to the extent permitted under the Credit Agreement)) pursuant to any form of legal process, or</p> <p>(c) the Administrative Agent considers that it is necessary in order to protect the priority of the security afforded by that floating charge</p>

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## Particulars of a mortgage or charge

6	Short particulars of all the property mortgaged or charged
	Please give the short particulars of the property mortgaged or charged
Short particulars	<p><b>2 2 Without Notice</b></p> <p>Notwithstanding Clause 2 1 (By Notice) and without prejudice to any rule of law which may have a similar effect, the floating charge created by the Chargor pursuant to Clause 1 2 (Floating Charge) shall automatically be converted with immediate effect (and without notice) into a fixed charge as regards all the assets the subject thereof if</p> <p>(a) the Chargor creates or attempts to create any Lien over any of the Charged Property the subject thereof otherwise than pursuant to the Security Documents or to the extent permitted by the Credit Agreement,</p> <p>(b) any person levies any distress, execution or other process against any material portion of the Charged Property that is the subject of the floating charge,</p> <p>(c) a resolution is passed or an order is made for the winding-up, dissolution, administration or re-organisation of the Chargor (other than any form of solvent re-organisation which has been approved in writing in advance by the Administrative Agent), or</p> <p>(d) an administrator is appointed in respect of the Chargor or a person entitled to appoint an administrator in respect of the Chargor gives notice of its intention to do so or files a notice of appointment with the court</p> <p><b>3 FURTHER ASSURANCE</b></p> <p>The Chargor shall, at its own expense, promptly execute all such deeds and other documents and otherwise do all such things as the Administrative Agent may reasonably require</p> <p>(a) for the purpose of enabling the Administrative Agent to exercise its rights, powers and remedies hereunder, to create, perfect or protect the security hereby intended to be created and to vest title to the Charged Property or any part thereof in the Administrative Agent or its nominee(s), and</p> <p>(b) to confer on the Administrative Agent security over any property and assets of the Chargor located in any jurisdiction outside England and Wales equivalent or similar to the security intended to be conferred by or pursuant to the Debenture</p> <p><b>4 EFFECTIVENESS OF SECURITY</b></p> <p><b>Continuing Security</b></p> <p>The security constituted shall remain in full force and effect as a continuing security for the Secured Obligations until the Discharge Date and shall not be released before then by any intermediate payment or satisfaction of all or any of the Secured Obligations or for any other reason</p>

# MG01 - continuation page

## Particulars of a mortgage or charge

6	Short particulars of all the property mortgaged or charged
	Please give the short particulars of the property mortgaged or charged
Short particulars	<p><b>5 FURTHER ADVANCES</b></p> <p>Each Lender and the Issuing Lender has severally covenanted with the Chargor that to the extent (if at all) that it is obliged so to do under the terms of the Credit Agreement (and upon the terms and subject to the conditions set out therein), it will make advances and further advances (and otherwise extend financial accommodations) to the Borrower</p> <p><b>6 NEGATIVE PLEDGE</b></p> <p>The Chargor has agreed that it will not, without the Administrative Agent's prior written consent</p> <p>(a) create or permit to subsist any Lien over all or any part of the Charged Property, or</p> <p>(b) assign, transfer or otherwise dispose of all or any part of the Charged Property,</p> <p>nor will it agree or purport to do any such thing, other than where each of the same is permitted pursuant to the terms of the Credit Agreement</p> <p><b>7 DEFINITIONS</b></p> <p>"Accounts" means the accounts specified in the Debenture at Schedule 1 (Accounts) and every other account now or hereafter maintained by the Chargor with any bank or other financial institution (irrespective of the nature or location of the same)</p> <p>"Accruing Property" means all stocks, shares or other securities, rights, benefits, proceeds and other property accruing, offered or issued in respect of any Share or any Investment (or any Accruing Property) at any time, whether by way of bonus, redemption, exchange, purchase, substitution, conversion, preference, option or otherwise</p> <p>"Book and Other Debts" means all present and future book and other debts, and all other moneys, now or hereafter due and owing to the Chargor together with the benefit of all rights, guarantees and other assurances relating thereto, in each case including the proceeds thereof</p> <p>"Borrower" means APR Energy Holdings Limited, a company incorporated under the laws of England and Wales under company number 07105073 with its registered office at 54 Baker Street, London, W1U 7BU</p> <p>"Capital lease" has the meaning given to such term in the Credit Agreement</p> <p>"Capital Stock" has the meaning given to such term in the Credit Agreement</p> <p>"Cayman Shares" means any shares owned by the Chargor in APR Energy Cayman Limited, an exempted company with registered office at Appleby Corporate Services Limited, Clifton House, 75 Fort Street, P O Box 190, Grand Cayman KY1-1104, Cayman Islands</p>

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## Particulars of a mortgage or charge

6	Short particulars of all the property mortgaged or charged
	Please give the short particulars of the property mortgaged or charged
Short particulars	<p>"Cayman Equitable Share Mortgage" means an equitable share mortgage governed by the law of the Cayman Islands entered into by the Borrower, pursuant to which the Borrower grants security over the entire issued share capital of APR Energy Cayman Limited, an exempted limited company incorporated under the laws of the Cayman Islands, in favor of the Secured Parties</p> <p>"Charged Property" means the assets of the Chargor from time to time the subject of the security hereby constituted (including, in each case, all Related Rights relating thereto)</p> <p>"Credit Agreement" means the credit agreement dated as of November 28, 2011, by and among the Chargor as Parent, APR Energy Holdings Limited as Borrower, the Lenders, and Wells Fargo Bank, National Association as Administrative Agent for the Lenders</p> <p>"Collateral Agreement" means the collateral agreement of even date herewith executed by the Credit Parties in favor of the Administrative Agent, for the ratable benefit of the Secured Parties, which shall be in form and substance acceptable to the Administrative Agent, as amended, restated, supplemented or otherwise modified from time to time</p> <p>"Credit Party" means, collectively, the Borrower and the Guarantors</p> <p>"Discharge Date" means the date on which (the Secured Obligations having been discharged in full) the Administrative Agent discharges the security hereby constituted</p> <p>"English Debentures" means the English law debentures entered into by each of Parent and the Borrower pursuant to which each of Parent and the Borrower grants fixed and floating security over all of its assets (other than real property) in favor of the Secured Parties</p> <p>"Guaranty Agreement" means the unconditional guaranty agreement of even date herewith executed by Parent and the Subsidiary Guarantors in favor of the Administrative Agent, for the ratable benefit of the Secured Parties, which shall be in form and substance acceptable to the Administrative Agent, as amended, restated, supplemented or otherwise modified from time to time</p> <p>"Hedge Agreement" has the meaning given to such term in the Credit Agreement</p> <p>"Hedge Bank" has the meaning given to such term in the Credit Agreement</p> <p>"Insurance Policy" means each policy of insurance in which the Chargor has an interest, whether now or at any time in the future</p>

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## Particulars of a mortgage or charge

6	Short particulars of all the property mortgaged or charged
	Please give the short particulars of the property mortgaged or charged
Short particulars	<p>"Intellectual Property" means all patents, trade marks, service marks, designs, business names, copyrights, design rights, moral rights, inventions, confidential information, know-how and other intellectual property rights and interests, whether registered or unregistered, now or hereafter belonging to the Chargor</p> <p>"Investments" means</p> <p>(a) all stocks, shares, debentures, securities and other investments (excluding the Shares, the Cayman Shares and any Accruing Property directly or indirectly attributable to the Shares or the Cayman Shares) in which the Chargor has a direct ownership interest, whether now or in the future, and</p> <p>(b) all the Chargor's rights under, or otherwise attributable to, all present and future agreements with agents, custodians, fiduciaries, clearing systems and other intermediaries through which are held any stocks, shares, debentures, securities and other investments in respect of which it has an indirect interest, including all its rights in respect of all investment and other accounts established pursuant thereto</p> <p>"Issuing Lender" means Wells Fargo and any other Lender reasonably acceptable to the Administrative Agent and the Borrower that agrees to issue Letters of Credit hereunder, each, in its capacity as issuer thereof</p> <p>"Lender" has the meaning given to such term in the Credit Agreement</p> <p>"Letters of Credit" has the meaning given to such term in the Credit Agreement</p> <p>"Lien" means, with respect to any asset, any mortgage, leasehold mortgage, lien, pledge, charge, security interest, hypothecation or encumbrance of any kind in respect of such asset For the purposes of the Credit Agreement, a Person shall be deemed to own subject to a Lien any asset which it has acquired or holds subject to the interest of a vendor or lessor under any conditional sale agreement, Capital Lease or other title retention agreement relating to such asset</p> <p>"L/C Obligations" has the meaning given to such term in the Credit Agreement</p> <p>"Loans" means the collective reference to the Revolving Credit Loans and the Swingline Loans and "Loan" means any of such Loans</p> <p>"Loan documents" has the meaning given to such term in the Credit Agreement</p>



# MG01 - continuation page

## Particulars of a mortgage or charge

6	Short particulars of all the property mortgaged or charged
	Please give the short particulars of the property mortgaged or charged
Short particulars	<p>"Obligations" means, in each case, whether now in existence or hereafter arising</p> <p>(a) the principal of and interest on (including interest accruing after the filing of any bankruptcy or similar petition) the Loans,</p> <p>(b) the L/C Obligations, and</p> <p>all other fees and commissions (including attorneys' fees), charges, indebtedness, loans, liabilities, financial accommodations, obligations, covenants and duties</p> <p>"Parent" means APR Energy PLC, a company incorporated under the laws of England and Wales under company number 07105073 with its registered office at 54 Baker Street, London, W1U 7BU</p> <p>"Person" means any natural person, corporation, limited liability company, trust, joint venture, association, company, partnership, governmental authority or other entity</p> <p>"Property" means any right or interest in or to property of any kind whatsoever, whether real, personal or mixed and whether tangible or intangible, including, without limitation, Capital Stock</p> <p>"Real Property" means any freehold property and every other estate or interest in freehold property now or hereafter belonging to the Chargor, together with (in each case) any buildings, fixtures, fittings, fixed plant or machinery from time to time situated thereon or forming part thereof</p> <p>"Related Rights" means, in relation to any property</p> <p>(a) the proceeds of sale of that property or any part thereof,</p> <p>(b) all present and future rights under any licence in respect of that property or any agreement for the sale or the lending or leasing thereof,</p> <p>(c) all present and future rights, benefits, claims, contracts, warranties, remedies, security, indemnities and covenants for title in respect of that property, and</p> <p>(d) all present and future interest and other moneys and proceeds attributable to that property or its use</p> <p>"Revolving Credit Loans" has the meaning given to such term in the Credit Agreement</p> <p>"Secured Cash Management Agreement" has the meaning given to such term in the Credit Agreement</p>


# MG01 - continuation page

## Particulars of a mortgage or charge

6	Short particulars of all the property mortgaged or charged	
	Please give the short particulars of the property mortgaged or charged	
Short particulars	<p>"Secured Hedge Agreement" means any Hedge Agreement permitted under Article IX, in each case that is entered into by and between any Credit Party and any Hedge Bank</p> <p>"Secured Parties" has the meaning given to such term in the Credit Agreement</p> <p>"Secured Obligations" means, collectively</p> <p>(a) the Obligations, and</p> <p>(b) existing or future payment and other obligations owing by any Credit Party under any Secured Hedge Agreement and any Secured Cash Management Agreement, other than (in each case) any obligation which, if included, would cause the Debenture or anything herein contained to constitute unlawful financial assistance under Chapter 2 of Part 18 of the Companies Act 2006</p> <p>"Security Documents" means the collective reference to the Collateral Agreement, the Guaranty Agreement, the English Debentures, the Cayman Equitable Share Mortgage and each other agreement or writing pursuant to which any Credit Party purports to pledge or grant a security interest in any Property or assets securing the Secured Obligations or any such Person purports to guaranty the payment and/or performance of the Secured Obligations, in each case, as amended, restated, supplemented or otherwise modified from time to time</p> <p>"Shares" means any shares specified in Schedule 4 of the Debenture</p> <p>"Subsidiary Guarantors" has the meaning given to such term in the Credit Agreement</p> <p>"Swingline Loans" has the meaning given to such term in the Credit Agreement</p> <p>"Tangible Moveable Property" means any plant, machinery, office equipment, computers and other chattels now or hereafter belonging to the Chargor (excluding any for the time being forming part of its stock in trade or work in progress), in each case having a value of £2,500 (or its equivalent) or more</p>	

# MG01

## Particulars of a mortgage or charge

7	<b>Particulars as to commission, allowance or discount (if any)</b>	
Commission allowance or discount	<p>Please insert the amount or rate percent of any commission, allowance or discount paid or made either directly or indirectly by the company to any person on consideration of his</p> <ul style="list-style-type: none"><li>- subscribing or agreeing to subscribe, whether absolutely or conditionally, or</li><li>- procuring or agreeing to procure subscriptions, whether absolute or conditional,</li></ul> <p>for any debentures included in this return The rate of interest payable under the terms of the debentures should not be entered</p> <p>Nil</p>	
8	<b>Delivery of instrument</b>	
	<p>You must deliver the original instrument (if any) creating or evidencing the charge and these prescribed particulars to the Registrar of Companies within 21 days after the date of creation of the charge (section 860) If the property is situated and the charge was created outside the United Kingdom (UK), you must deliver the information to the Registrar within 21 days after the date on which the instrument could have been received in the UK in the normal course of post and assuming you had posted it promptly (section 870)</p> <p>We will accept a verified copy of the instrument creating the charge where the property charged is situated and the charge was created outside the UK (section 866) The company or the person who has delivered the copy to the Registrar must verify it to be a correct copy and sign it Where a body corporate gives the verification, an officer of that body must sign it We will also accept a verified copy where section 867(2) applies (property situated in another part of UK)</p>	
9	<b>Signature</b>	
Signature	<p>Please sign the form here</p> <p>Signature</p> <p>X  X</p> <p>This form must be signed by a person with an interest in the registration of the charge</p>	

# MG01

## Particulars of a mortgage or charge

### 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 and will establish where we return the original documents. The contact information you give will be visible to searchers of the public record.

Contact name **Ali Khan**

Company name **Milbank Tweed Hadley & McCloy LLP**

Address **10 Gresham Street**

Post town **London**

County/Region **Greater London**

Postcode **E C 2 V 7 J D**

Country **England**

DX

Telephone **020-7615-3089**

### Certificate

We will send your certificate to the presenter's address if given above or to the Company's Registered Office if you have left the presenter's information blank.

### 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 included the original deed with this form
- ☐ You have entered the date the charge was created
- ☐ You have supplied the description of the instrument
- ☐ You have given details of the amount secured by the mortgagee or chargee
- ☐ You have given details of the mortgagee(s) or person(s) entitled to the charge
- ☐ You have entered the short particulars of all the property mortgaged or charged
- ☐ You have signed the form
- ☐ You have enclosed the correct fee

### Important information

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

### How to pay

**A fee of £13 is payable to Companies House in respect of each mortgage or charge**

Make cheques or postal orders payable to 'Companies House'

### 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)**



FILE COPY

## **CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE**

**Pursuant to section 869(5) & (6) of the Companies Act 2006**

**COMPANY NO. 7062201  
CHARGE NO. 2**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES  
HEREBY CERTIFIES THAT A DEBENTURE DATED 28  
NOVEMBER 2011 AND CREATED BY APR ENERGY PLC FOR  
SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE  
COMPANY TO WELLS FARGO BANK, NATIONAL ASSOCIATION  
WAS REGISTERED PURSUANT TO CHAPTER 1 PART 25 OF THE  
COMPANIES ACT 2006 ON THE 19 DECEMBER 2011

GIVEN AT COMPANIES HOUSE, CARDIFF THE 28 DECEMBER  
2011



*Companies House*  
— for the record —



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES

p