

MG01

Particulars of a mortgage or charge

717219/13



**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 re-  
register particulars of a charge for a S  
company. To do this, please use  
form MG01s

THURSDAY



\*A466ZPS6\*  
A26 09/12/2010 427  
COMPANIES HOUSE

**1 Company details**

Company number 0 0 1 5 4 0 4 4

Company name in full Norwich City Football Club PLC (the "Issuer")

34 For official use  
→ **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 2 9 1 1 2 0 1 0

**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 An account charge between (1) the Issuer (2) Prudential Trustee Company Limited in its capacity  
as the Trustee and (3) Bank of Scotland plc in its capacity as the Paying Bank and as Account  
Bank dated 29 November 2010 (the "Account Charge")

**4 Amount secured**

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

Amount secured All monies, debts and liabilities which may at any time be or become  
due, owing or incurred, actually or contingently, by the Issuer to  
(a) the Trustee, in its capacity as such in relation to the Notes  
and in respect of any Liabilities incurred by the Trustee in  
relation thereto,  
(b) the Noteholders in respect of principal, interest or other  
amounts payable in respect of the Notes, and  
(c) the other Secured Creditors in their respective capacities  
as such under or in relation to the Transaction Documents,  
(the "Secured Issuer Obligations")

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

# MG01

## Particulars of a mortgage or charge

### 5 Mortgagee(s) or person(s) entitled to the charge (if any)

Please give the name and address of the mortgagee(s) or person(s) entitled to the charge

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

Name Prudential Trustee Company Limited (as Trustee)

Address Laurence Pountney Hill

London

Postcode E C 4 R 0 H H

Name

Address

Postcode

### 6 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

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

Short particulars

#### 1 Security

##### 1 1 Fixed Charges

The Issuer hereby charges with full title guarantee in favour of the Trustee as security for the payment and discharge of the Secured Issuer Obligations, by way of first fixed charge (which so far as it relates to land in England and Wales vested in the Issuer at the date hereof shall be a charge by way of first legal mortgage) all the Issuer's right, title and interest from time to time in and to each of the following assets

- (a) if not effectively assigned by Paragraph 1 2 (Assignments) and Clause 3 2 (Assignments) of the Account Charge, the Debt Service Account.
- (b) all money and proceeds paid or payable in relation to the Debt Service Account, and
- (c) all other rights and assets attaching to, deriving from or exercisable as a result of the ownership or operation of the Debt Service Account

##### 1 2 Assignments

The Issuer hereby assigns with full title guarantee to the Trustee as security for the payment and discharge of the Secured Issuer Obligations all of the Issuer's right, title and interest from time to time in and to the Debt Service Account

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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 Negative Pledge</b></p> <p>The Issuer undertakes that it shall not, at any time during the subsistence of the Account Charge, create or permit to subsist any Encumbrance over all or any part of the Issuer Charged Property other than pursuant to or as otherwise permitted under the Transaction Documents</p> <p>In this Form MG01 the following terms have the following meanings</p> <p>“Accounts” means the following accounts at the Account Bank and Paying Bank (as applicable)</p> <p>(a) the Issuer</p> <p>(i) Sort Code 800255 – Account Number 06168833 – Fixed Rate Term Loan (to be known as Term Loan A),</p> <p>(ii) Sort Code 120925 – Account Number 06006563 – Main Current A/c,</p> <p>(iii) Sort Code 120925 – Account Number 06006571 – Interest Roll Up A/c (to be known as Term Loan B),</p> <p>(iv) Sort Code 120925 – Account Number 06006598 – Insurance Proceeds A/c,</p> <p>(v) Sort Code 120925 – Account Number 06006600 – Academy A/c,</p> <p>(vi) Sort Code 120925 – Account Number 06006619 – Debt Service Account,</p> <p>(vii) Sort Code 120925 – Account Number 06006627 – Multi SE A/c,</p> <p>(viii) Sort Code 120925 – Account Number 06006635 – DD A/c,</p> <p>(ix) Sort Code 120925 – Account Number 06006643 – Issue A/c,</p> <p>(x) Sort Code 120925 – Account Number 06006651 – DR Res A/c,</p> <p>(xi) Sort Code 120925 – Account Number 06006678 – Collect A/c,</p> <p>(b) NCFC Holdings</p> <p>(i) Sort Code 120925 – Account Number 06006555 – Current A/c,</p> <p>(c) Kerrison Holdings</p> <p>(i) Sort Code 120925 – Account Number 06006539 – Current A/c,</p> <p>(ii) Sort Code 800255 – Account Number 06271970 – Loan,</p>	

6	Short particulars of all the property mortgaged or charged
Please give the short particulars of the property mortgaged or charged	
Short particulars	<p>and “<b>Account</b>” means any of them</p> <p>“<b>Account Bank</b>” at any time means Bank of Scotland plc acting through its branch at Black Horse House, Castle Park, Cambridge CB3 0AR and/or any Successor Account Bank</p> <p>“<b>Adjacent Land</b>” means the land adjacent to the Ground as more particularly described in the Carrow Road Certificate as the Second Property, save to the extent any part of such land is Transferred Property</p> <p>“<b>BoS</b>” means Bank of Scotland plc, acting through its branch at Black Horse House, Castle Park, Cambridge CB3 0AR</p> <p>“<b>BoS Priority Deeds</b>” means</p> <ul style="list-style-type: none"> <li>(a) the deed of priority entered into between BoS, the Trustee and the Issuer dated 3 December 2003 (as amended) in respect of the Ground and Adjacent Land,</li> <li>(b) the deed of priority entered into between BoS, the Trustee and NCFC Holdings dated 3 December 2003 (as amended on 1 December 2004) in respect of the Wilcon Land,</li> <li>(c) the deed of priority entered into between The City Council of Norwich, BoS, the Trustee and NCFC Holdings dated 3 December 2003 priority in respect of the Council Land,</li> <li>(d) the deed of priority entered into between BoS, the Trustee and Kerrison Holdings dated 3 December 2003 (as amended on 1 December 2004) in respect of the Test Bed Site, and</li> <li>(e) the deed of priority dated 26 January 2006 between, amongst others, BoS, the Trustee and the Issuer in respect of the land to the west of Hethersett Lane, Colney registered at HM Land Registry under title number NK106975</li> </ul> <p>“<b>Car Park Lease</b>” means a lease in respect of car parking spaces at Riverside Site, NCFC Carrow Road, Norwich, Norfolk dated 27 October 2010 and made between Broadland Housing Association Limited (1) and the Issuer (2) includes any document which is supplemental to it whether or not it is expressly stated to be so</p>

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Short particulars	<p>“<b>Carrow Road Certificate</b>” means a certificate of title relating to the Ground and the Adjacent Land in form and substance satisfactory to the Investor, addressed to the Investor and the Trustee and prepared by Eversheds, solicitors for the Issuer and the Charging Companies</p> <p>“<b>Cash Management Agreement</b>” means the cash management agreement dated 22 April 2003 (as amended and restated on 3 December 2003 and 29 November 2010) between the Issuer, the Trustee and the Account Bank</p> <p>“<b>Charging Companies</b>” means each of Kerrison Holdings and NCFC Holdings and such other Restricted Subsidiary of the Issuer that grants a Security Interest to the Trustee as security for the Secured Issuer Obligations from time to time</p> <p>“<b>Conditions</b>” means the terms and conditions to be endorsed on each Note Certificate, in the form or substantially in the form set out in Schedule 2 (Terms and Conditions) to the Trust Deed and any reference to a particular numbered Condition shall be construed in relation to the Notes accordingly</p> <p>“<b>Council Land</b>” means the property registered at HM Land Registry under title number NK54137, save to the extent any part of such land is Transferred Property</p> <p>“<b>Debt Service Account</b>” means the account of the Issuer with account number 06006619 known as the “Debt Service Account” maintained with the Account Bank in accordance with Clause 5 (Establishment of accounts) of the Cash Management Agreement</p> <p>“<b>Eligible Bank</b>” means any bank authorised by the Financial Services Authority and whose permission under Part IV of the Financial Services and Markets Act 2000 includes the regulated activity of accepting deposits and which provides cheque clearing services to its customers and, in the case of any bank appointed after the date of the Master Definitions and Interpretation Schedule, which does not at the time of its proposed appointment have a short term debt rating as rated by Moody’s and Standard &amp; Poor’s which is lower than the short term debt ratings issued by Moody’s and Standard &amp; Poor’s for the Account Bank which is seeking to resign at the time of</p>	

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Short particulars	<p>its proposed resignation</p> <p><b>“Encumbrance”</b> means</p> <ul style="list-style-type: none"> <li>(a) a mortgage, charge, pledge, lien or other encumbrance securing any obligation of any person,</li> <li>(b) any arrangement under which money or claims to, or the benefit of, a bank or other account may be applied, set off or made subject to a combination of accounts so as to effect discharge of any sum owed or payable to any person, or</li> <li>(c) any other type of preferential arrangement (including any title transfer and retention arrangement) having a similar effect</li> </ul> <p><b>“Ground”</b> means the football stadium at Carrow Road, Norwich (as more particularly described in the Carrow Road Certificate as the First Property, save to the extent any part of such land is Transferred Property), including all buildings, erections and structure now or at any time in, on or about the same and all fixtures and fittings in on or about the same and all alterations or addition made to the same</p> <p><b>“Investor”</b> means Sun Life Assurance Society Plc at its registered address, being 7 Newgate Street, London EC3A 7NX</p> <p><b>“Issuer Charged Property”</b> means the property in respect of which security is created or purported to be created by or pursuant to the Issuer Debenture and the Account Charge</p> <p><b>“Issuer Debenture”</b> means the debenture dated 22 April 2003 between the Issuer and the Trustee and a supplemental debenture dated 3 December 2003 between the Issuer and the Trustee relating to the Car Park Lease</p> <p><b>“Issuer Facility Agreement”</b> means the letter agreement dated 31 March 2006 (as amended by amendment letters dated 21 December 2009, 28 May 2010 and 31 August 2010 and as further amended by a deed of amendment and restated dated 29 November 2010) between BoS and the Issuer pursuant to which BoS granted to the Issuer a term loan facility of £1,500,000</p>	

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Short particulars	<p><b>"Kerrison Holdings"</b> means Kerrison Holdings Limited, a company incorporated in England and Wales (registered number 4547101) with registered office at Carrow Road, Norwich, Norfolk NR1 1JE</p> <p><b>"Kerrison Holdings Debenture"</b> means the debenture dated as of the date hereof between Kerrison Holdings and the Trustee</p> <p><b>"Kerrison Holdings Facility Agreement"</b> means the letter agreement dated 29 December 2008 (as amended by amendment letters dated 2 February 2009, 21 December 2009, 28 May 2010 and 31 August 2010 and as further amended by a deed of amendment and restated dated 29 November 2010) between BoS and Kerrison Holdings pursuant to which BoS granted to Kerrison Holdings a term loan facility of £604,183</p> <p><b>"Liabilities"</b> means any loss, damage, cost, charge, claim, demand, expense, judgment, action, proceedings or other liability whatsoever (including, without limitation, in respect of taxes, duties, levies, imposts and other charges) and any interest and penalties in respect thereof and including any irrecoverable value added tax or similar tax charged or chargeable in respect thereof and legal fees and expenses on a full indemnity basis</p> <p><b>"Mandate"</b> means</p> <p>(a) in respect of each Account other than the Debt Service Account, the bank mandate entered into between the Account Bank and the Issuer in respect of such Account, and</p> <p>(b) in respect of the Debt Service Account, the bank mandate to be entered into between the Account Bank and the Trustee in respect of such Account, in each case as the same may be varied or supplemented pursuant to the Cash Management Agreement or the Paying Bank Agreement, as the case may be</p> <p><b>"Master Definitions and Interpretation Schedule"</b> means the master definitions and interpretation schedule between the Issuer, Kerrison Holdings, NCFC Holdings, Sun Life Assurance Society PLC, the Trustee, the Account Bank and Paying Bank</p>	

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Short particulars	<p>dated 22 April 2003 (as amended and restated on 3 December 2003 and 29 November 2010)</p> <p>“<b>Moody’s</b>” means Moody’s Investors Service Inc and any successor to its rating business</p> <p>“<b>NCFC Holdings</b>” means N C F C (Holdings) Limited, a company incorporated in England and Wales (registered number 175442) with registered office at Carrow Road, Norwich, Norfolk, NR1 1JE</p> <p>“<b>NCFC Holdings Debenture</b>” means the debenture dated 3 December 2003 between NCFC Holdings and the Trustee</p> <p>“<b>Note Certificate</b>” means any registered Note Certificate representing a Noteholder’s holding of Notes, in or substantially in the form set out in Schedule 1 (Form of Note Certificate) to the Trust Deed</p> <p>“<b>Noteholder</b>” and, in relation to a Note, “<b>Holder</b>” has the meaning given to such terms in the Conditions being the person in whose name such Note is for the time being registered in the Register (or, in the case of a joint holding, the first named thereof)</p> <p>“<b>Notes</b>” means the Series A Notes and the Series B Notes or either of them as the context requires</p> <p>“<b>Paying Bank</b>” means BoS and/or any other Eligible Bank appointed as a successor Paying Bank in accordance with the Paying Bank Agreement</p> <p>“<b>Paying Bank Agreement</b>” means the agreement between the Issuer, the Paying Bank and the Trustee dated 22 April 2003 (as amended and restated on 3 December 2003 and 29 November 2010), relating to certain payment functions of the Paying Bank relating to the Notes</p> <p>“<b>Plan</b>” means the plan entitled “NCFC Land Parcels” a copy of which is set out in the Schedule hereto</p> <p>“<b>Register</b>” means the register that the Issuer shall keep in accordance with the provisions of the Trust Deed</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

**“Restricted Subsidiary”** means any Subsidiary of the Issuer (other than any Unrestricted Subsidiary) that is involved in the business of the Issuer or in activities relating thereto

**“Secured Creditors”** means the Trustee (for itself and on behalf of the Noteholders), the Noteholders, the Account Bank, the Paying Bank and any other person or entity appointed in accordance with the Transaction Documents

**“Security Documents”** means.

- (a) the Account Charge,
- (b) the Issuer Debenture,
- (c) the Kerrison Holdings Debenture,
- (d) the NCFC Holdings Debenture,
- (e) any other document from time to time executed in favour of the Trustee for the purpose of securing all or any of the Secured Issuer Obligations, and
- (f) any deed of accession entered into in respect of (a) to (d) above

**“Security Interest”** means any mortgage, pledge, lien, charge, security assignment, hypothecation of security interest or any other agreement or arrangement having the effect of conferring security (including, for the avoidance of doubt, a floating charge) or any other type of preferential arrangement having a similar effect

**“Series A Notes”** means the £7,500,000 7 67 per cent Series A Senior Secured Notes due 2022 issued by the Issuer in accordance with the Trust Deed

**“Series B Notes”** means the £7,500,000 Series B Senior Secured Notes due 2022 issued by the Issuer in accordance with the Trust Deed

**“Standard & Poor’s”** means Standard & Poor’s Ratings Services, a division of the McGraw-Hill Companies, Inc

**“Subsidiary”** means, in respect of any person (the **“first person”**) at any particular time, any other person (the **“second person”**)

- (a) who is a subsidiary of the first person within the meaning of section 1162 of the Companies Act 2006, or

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## Particulars of a mortgage or charge

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Short particulars

(b) whose financial statements are, in accordance with applicable law and generally accepted accounting principles, consolidated with those of the first person

**"Successor Account Bank"** shall have the meaning specified in Clause 13 2 (Termination of appointment of Cash Manager) of the Cash Management Agreement being the Eligible Bank nominated as a sccessor to the Account Bank upon receipt of a cessation notice

**"Test Bed Site"** means the freehold property known as the land and buildings on the south side of Kerrison Road, Norwich comprising part of the land registered with title number NK288928 and shown hatched blue in the Plan

**"Transaction Documents"** means the BoS Priority Deeds, the Cash Management Agreement, the Conditions, the Mandates, the Notes, the Paying Bank Agreement, the Security Documents, the Trust Deed, the Trustee Fee Letter, the Working Capital Agreements and any other document whether in existence now or in the future designated as a Transaction Document by the Trustee (acting on the instructions of all of the Noteholders) and **"Transaction Document"** means any one of them

**"Transferred Property"** means any freehold property of the Issuer, Kerrison Holdings and/or NCFC Holdings, transferred or conditionally agreed to be transferred prior to 20 November 2011 with the prior written consent of the Trustee (acting on the instructions of the Noteholders)

**"Trust Deed"** means the trust deed dated 22 April 2003 (as amended and restated on 3 December 2003 and 29 November 2010) between the Issuer and the Trustee constituting the Notes

**"Trustee"** means Prudential Trustee Company Limited in its capacity as trustee under the Trust Deed and includes any successor trustee appointed in accordance with the Trust Deed

**"Trustee Fee Letter"** means any fee letter from the Issuer to the Trustee

**"Unrestricted Subsidiary"** means any Subsidiary of the Issuer or any Restricted

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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>Subsidiary that has been designated as an Unrestricted Subsidiary in accordance with Condition 15 (Unrestricted Subsidiaries) and any Subsidiary of an Unrestricted Subsidiary, in each case for so long as such subsidiary complies with the provisions of such Condition 15</p> <p><b>“Wilcon Land”</b> means land registered at HM Land Registry under title numbers NK293318 and NK47485</p> <p><b>“Working Capital Agreements”</b> means the Working Capital Facility Agreement, the Kerrison Holdings Facility Agreement and the Issuer Facility Agreement</p> <p><b>“Working Capital Facility Agreement”</b> means the letter agreement dated 29 November 2010 made between the Issuer and the Working Capital Provider pursuant to which, inter alia, an overdraft facility in the principal maximum amount of up to £1,500,000 was made available by the Working Capital Provider to the Issuer upon the terms and conditions contained therein</p> <p><b>“Working Capital Provider”</b> means BoS, acting in its capacity as working capital provider to the Issuer</p>	

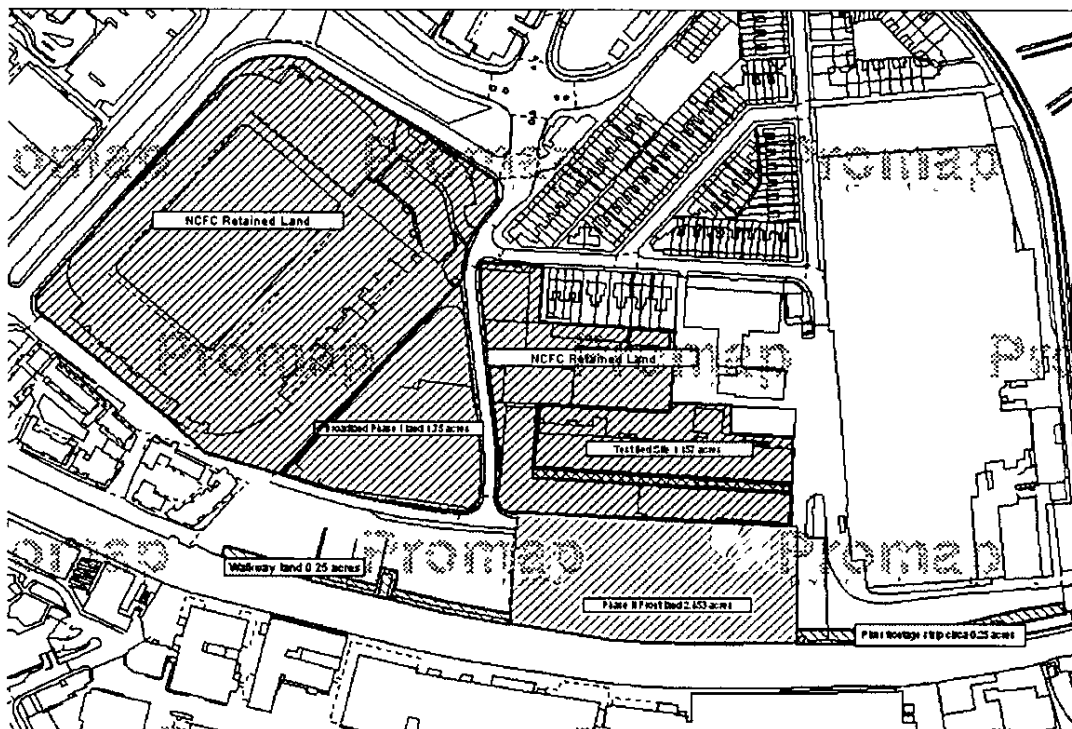
**6** Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

**SCHEDULE**

**NCFC Land Parcels**



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## Particulars of a mortgage or charge

### 7 Particulars as to commission, allowance or discount (if any)

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

- subscribing or agreeing to subscribe, whether absolutely or conditionally, or
- procuring or agreeing to procure subscriptions, whether absolute or conditional,

for any debentures included in this return. The rate of interest payable under the terms of the debentures should not be entered

Commission allowance or discount

Not applicable

### 8 Delivery of instrument

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 866)

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 870). 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)

### 9 Signature

Please sign the form here

Signature

Signature

X

S J Berwin LLP

X

This form must be signed by a person with an interest in the registration of the charge

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## 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

Richard Colebaum

Company name

SJ Berwin LLP

Address

Post town

County/Region

Postcode

E

C

4

R

1

B

E

Country

DX

DX 255 LONDON/CHANCERY LANE

Telephone

+44 (0)20 7111 2222



### 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 mortgage 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)**



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

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

**COMPANY NO. 154044  
CHARGE NO. 34**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES  
HEREBY CERTIFIES THAT AN ACCOUNT CHARGE DATED 29  
NOVEMBER 2010 AND CREATED BY NORWICH CITY  
FOOTBALL CLUB PLC FOR SECURING ALL MONIES DUE OR TO  
BECOME DUE FROM THE COMPANY TO PRUDENTIAL  
TRUSTEE COMPANY LIMITED (AS TRUSTEE), THE  
NOTEHOLDERS AND THE OTHER SECURED CREDITORS ON  
ANY ACCOUNT WHATSOEVER UNDER THE TERMS OF THE  
AFOREMENTIONED INSTRUMENT CREATING OR EVIDENCING  
THE CHARGE WAS REGISTERED PURSUANT TO CHAPTER 1  
PART 25 OF THE COMPANIES ACT 2006 ON THE 9 DECEMBER  
2010

GIVEN AT COMPANIES HOUSE, CARDIFF THE 10 DECEMBER  
2010



*Companies House*  
— for the record —



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES

*DX*