

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
particulars of a charge for
company. To do this, please
use form MG01s

WEDNESDAY



A08

"A10S14JM"

18/01/2012

#105

COMPANIES HOUSE

1 Company details

Company number 0 1 8 0 7 1 9 9

Company name in full Displayplan Limited (the "Company")

6 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 d₁ d₁ m₀ m₁ y₂ y₀ y₁ y₂

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 Cross Guarantee and Debenture (the "Deed")

4 Amount secured

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

Amount secured All present and future obligations and liabilities
(whether actual or contingent and whether owed
jointly or severally or alone or in any other
capacity whatsoever) of any Chargor to the Security
Agent under or pursuant to any Finance Document
(including all monies covenanted to be paid under
the Deed)

Continuation page

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

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4	Amount secured	
	Please give us details of the amount secured by the mortgage or charge	
Amount secured	<p>NOTE</p> <p>In this form</p> <p>A Shares has the meaning given to such term in the Investment Agreement,</p> <p>Accession Deed means an accession deed substantially in the form set out in schedule 6,</p> <p>Act means the Law of Property Act 1925,</p> <p>Assigned Assets means the Security Assets expressed to be assigned pursuant to clause 5 2,</p> <p>B Shares has the meaning given to such term in the Investment Agreement,</p> <p>Charged Investments means the Charged Securities and all present and future Related Rights accruing to all or any of the Charged Securities,</p> <p>Charged Securities means all stocks, shares, debentures, bonds, warrants, coupons, negotiable instruments, certificates of deposit or other securities or "investments" (as defined in part II of schedule II to the Financial Services and Markets Act 2000 as in force at the date of the Deed) now or in future owned (legally or beneficially) by a Chargor or in which such Chargor has an interest at any time,</p> <p>Chargors means</p> <p>(a) the Original Chargors, and</p> <p>(b) any other company which accedes to the Deed pursuant to an Accession Deed,</p> <p>Debenture Security means the Security created or evidenced by or pursuant to the Deed or any Accession Deed,</p> <p>Default Rate means the rate of interest determined in accordance with the Investor Loan Notes, the A Shares and the B Shares,</p> <p>Delegate means any delegate, sub-delegate, agent, attorney or co-trustee appointed by the Security Agent or by a Receiver,</p> <p>Finance Document means</p> <p>(a) the Deed,</p> <p>(b) the Intercreditor Deed,</p> <p>(c) the SPA,</p> <p>(d) the Investment Agreement,</p> <p>(e) the Investors Loan Notes,</p> <p>(f) the A Shares,</p> <p>(g) the B Shares, and</p> <p>(h) any other document designated as a Finance Document by the Security Agent and any Chargor,</p>	

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

Guarantee means the guarantee and indemnity contained in clause 2 as extended by schedule 2,

Insurances means all contracts and policies of insurance (and all cover notes) which are at any time held by, or written in favour of, a Chargor or in which a Chargor from time to time has an interest including, without limitation the policies of insurance (if any) specified in schedule 3 but excluding all present and future Key man Policies,

Intellectual Property means all legal and/or equitable interests (including, without limitation, the benefit of all licences in any part of the world) of each Chargor in, or relating to.

(a) any patents, trade marks, service marks, designs, business names, copyrights, database rights, design rights, domain names, moral rights, inventions, confidential information, know-how and other intellectual property rights and interests (which may now or in the future subsist), whether registered or unregistered, and

(b) the benefit of all applications and rights to use such assets of a Chargor (which may now or in the future subsist), (including, without limitation, the intellectual property rights (if any) specified in schedule 3),

Intercreditor Deed means the intercreditor deed dated on or about the date of the Deed and made between (1) The Co-operative Bank p.l c., (2) GE Commercial Distribution Finance Europe Limited, (3) the Security Agent and the Secured Parties and (4) the Original Chargors,

Investors Loan Notes has the meaning given to such term in the Intercreditor Deed,

Original Chargors means the Company and North Western Investments Limited,

Party means a party to the Deed,

Planning Acts means (a) the Town and Country Planning Act 1990, (b) the Planning (Listed Buildings and Conservation Areas) Act 1990, (c) the Planning (Hazardous Substances) Act 1990, (d) the Planning (Consequential Provisions) Act 1990, (e) the Planning and Compensation Act 1991, (f) any regulations made pursuant to any of the foregoing and (g) any other legislation of a similar nature,

Real Property means all estates and interests in freehold, leasehold and other immovable property (wherever situated) now or in future belonging to any Chargor, or in which any Chargor has an interest at any time (including the registered and unregistered land (if any) in England and Wales specified in schedule 3) together with:

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4	Amount secured	
	Please give us details of the amount secured by the mortgage or charge	
Amount secured	<p>(a) all buildings and fixtures (including trade fixtures) and fixed plant and machinery at any time thereon;</p> <p>(b) all easements, rights and agreements in respect thereof; and</p> <p>(c) the benefit of all covenants given in respect thereof,</p> <p>Receivables means all present and future book debts and other debts, rentals, royalties, fees, VAT and monetary claims and all other amounts at any time recoverable or receivable by, or due or owing to, any Chargor (whether actual or contingent and whether arising under contract or in any other manner whatsoever) together with</p> <p>(a) the benefit of all rights, guarantees, Security and remedies relating to any of the foregoing (including, without limitation, negotiable instruments, indemnities, reservations of property rights, rights of tracing and unpaid vendor's liens and similar associated rights), and</p> <p>(b) all proceeds of any of the foregoing;</p> <p>Receiver means a receiver, or receiver and manager or administrative receiver of the whole or any part of the Security Assets appointed by the Security Agent under the Deed;</p> <p>Related Rights means, in relation to any Charged Security:</p> <p>(a) all dividends, distributions and other income paid or payable on the relevant Charged Security or on any asset referred to in paragraph (b) of this definition, and</p> <p>(b) all rights, monies or property accruing or offered at any time in relation to such Charged Security whether by way of redemption, substitution, exchange, bonus or preference, under option rights or otherwise;</p> <p>Relevant Contract means each agreement (if any) specified in schedule 1 or specified in any Accession Deed as a "Relevant Contract" together with each other agreement supplementing or amending or novating or replacing the same,</p> <p>Secured Obligations means all present and future obligations and liabilities (whether actual or contingent and whether owed jointly or severally or alone or in any other capacity whatsoever) of any Chargor to the Security Agent under or pursuant to any Finance Document (including all monies covenanted to be paid under the Deed);</p> <p>Secured Parties means British Smaller Companies VCT plc, British Smaller Companies VCT2 plc, any transferee or assignee from time to time of the</p>	

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Amount secured

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

Amount secured

Investors Loan Notes, the A Shares and the B Shares, any successor in title of the Security Agent and any Receiver or Delegate;

Security Assets means all property and assets from time to time mortgaged, charged or assigned (or expressed to be mortgaged, charged or assigned) by or pursuant to the Deed;

Security Period means the period beginning on the date of the Deed and ending on the date on which

(a) all the Secured Obligations have been unconditionally and irrevocably paid and discharged in full, and

(b) the Security Agent has no further commitment, obligation or liability under or pursuant to the Finance Documents

Security Trust Deed means the security trust deed dated on or about the date of the Deed entered into by the Security Agent, British Smaller Companies VCT plc and British Smaller Companies VCT2 plc and setting out the terms on which the Deed shall be held by the Security Agent as trustee for the Secured Parties,

SPA has the meaning given to such term in the Intercreditor Deed;

Subsidiary means a subsidiary within the meaning of section 1159 of the Companies Act 2006 and/or a subsidiary undertaking within the meaning of section 1162 of the Companies Act 2006.

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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

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

Name YFM Private Equity Limited (the "Security Agent")

Address Saint Martins House, 210 - 212 Chapeltown Road,
Leeds

Postcode L S 7 4 H Z

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

4 GRANT OF SECURITY**4.1 Nature of security**

All security and dispositions created or made by or pursuant to the Deed are created or made:

4 1 1 in favour of the Security Agent,

4.1 2 with full title guarantee in accordance with the Law of Property (Miscellaneous Provisions) Act 1994, and

4 1 3 as continuing security for payment of the Secured Obligations

4.2 Qualifying floating charge

Paragraph 14 of Schedule B1 to the Insolvency Act 1986 applies to any floating charge created by or pursuant to the Deed (and each such floating charge is a qualifying floating charge for the purposes of the Insolvency Act 1986)

5 FIXED SECURITY**5.1 Fixed charges**

Each Chargor charges and agrees to charge all of its present and future right, title and interest in and to the following assets which are at any time owned by the Chargor, or in which it from time to time has an interest

continued

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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>Continued</p> <p>5 1 1 by way of first legal mortgage</p> <p>5 1.1 1 the Real Property (if any) specified in schedule 3 (<i>Details of Security Assets</i>), and</p> <p>5.1 1 2 all other Real Property (if any) at the date of the Deed vested in, or charged to, such Chargor (not charged by clause 5.1.1 1),</p> <p>5 1 2 by way of first fixed charge</p> <p>5 1 2 1 all other Real Property and all interests in Real Property (not charged by clause 5.1 1),</p> <p>5 1 2 2 all licences to enter upon or use land and the benefit of all other agreements relating to land, and</p> <p>5 1 2.3 the proceeds of sale of all Real Property,</p> <p>5 1 3 by way of first fixed charge all plant and machinery (not charged by clauses 5 1 1 or 5 1 2) and the benefit of all contracts, licences and warranties relating to the same,</p> <p>5 1 4 by way of first fixed charge</p> <p>5 1 4 1 all computers, vehicles, office equipment and other equipment (not charged by clause 5.1 3), and</p> <p>5 1 4.2 the benefit of all contracts, licences and warranties relating to the same;</p> <p>5 1 5 by way of first fixed charge:</p> <p>5 1 5.1 the Charged Securities if any referred to in schedule 3 (<i>Details of Security Assets</i>); and</p> <p>5 1.5 2 all other Charged Securities (not charged by clause 5.1.5 1)</p> <p>in each case, together with (A) all Related Rights from time to time accruing to those Charged Securities and (B) all rights which such Chargor may have at any time against any clearance or settlement system or any custodian in respect of any Charged Investments,</p> <p>5 1 6 by way of first fixed charge</p> <p>5 1 6.1 the Intellectual Property (if any) specified in Schedule 3 (<i>Details of Security Assets</i>), and</p> <p>5 1 6.2 all other Intellectual Property (if any) (not charged by clause 5 1 6.1),</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>5 1 7 to the extent that any Assigned Asset is not effectively assigned under clause 5 2 (<i>Security assignments</i>), by way of first fixed charge such Assigned Asset;</p> <p>5 1 8 by way of first fixed charge (to the extent not otherwise charged or assigned in the Deed)</p> <p>5 1 8 1 the benefit of all licences, consents, agreements and authorisations held or used in connection with the business of such Chargor or the use of any of its assets; and</p> <p>5 1 8 2 any letter of credit issued in favour of such Chargor and all bills of exchange and other negotiable instruments held by it, and</p> <p>5 1 9 by way of first fixed charge all of the goodwill and uncalled capital of such Chargor</p> <p>5.2 Security assignments</p> <p>Each Chargor assigns and agrees to assign absolutely (subject to a provision for reassignment on redemption) all of its present and future right, title and interest in and to</p> <p>5 2 1 the Relevant Contracts, all rights and remedies in connection with the Relevant Contracts and all proceeds and claims arising from them; and</p> <p>5 2.2 each of the following:</p> <p>5 2.2.1 all Insurances,</p> <p>5 2 2.2 all claims under the Insurances and all proceeds of the Insurances, and</p> <p>5 2.2.3 all other Receivables (not assigned under clauses 5 2.1 or 5 2 2)</p> <p>To the extent that any Assigned Asset described in clause 5 2 2 is not assignable, the assignment which that clause purports to effect shall operate as an assignment of all present and future rights and claims of such Chargor to any proceeds of such Insurances</p> <p>6 FLOATING CHARGE</p> <p>Each Chargor charges and agrees to charge by way of first floating charge all of its present and future</p> <p>6 1 assets and undertaking (wherever located) not otherwise effectively charged by way of first fixed mortgage or charge or assigned pursuant to clause 5 1 (<i>Fixed Charges</i>), clause 5 2 (<i>Security Assignments</i>) or any other</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

provision of the Deed, and

6 2 (whether or not effectively so charged or assigned) heritable property and all other property and assets in Scotland

7 CONVERSION OF FLOATING CHARGE

7.1 Conversion by notice

The Security Agent may, by written notice to a Chargor, convert the floating charge created under the Deed into a fixed charge as regards all or any of the assets of such Chargor specified in the notice if:

7 1 1 a Default (as defined in the Intercreditor Deed) has occurred and is continuing, or

7 1 2 the Security Agent considers any Security Assets to be in danger of being seized or sold under any form of distress, attachment, execution or other legal process or to be otherwise in jeopardy

7.2 Small companies

The floating charge created under the Deed by any Chargor shall not convert into a fixed charge solely by reason of a moratorium being obtained under the Insolvency Act 2000 (or anything done with a view to obtaining such a moratorium) in respect of such Chargor.

7.3 Automatic conversion

The floating charge created under the Deed shall (in addition to the circumstances in which the same will occur under general law) automatically convert into a fixed charge

7 3.1 in relation to any Security Asset which is subject to a floating charge if:

7.3.1 1 such Chargor creates (or attempts or purports to create) any Security on or over the relevant Security Asset without the prior written consent of the Security Agent, or

7 3 1 2 any third party levies or attempts to levy any distress, execution, attachment or other legal process against any such Security Asset, and

7 3 2 over all Security Assets of a Chargor which are subject to a floating charge if an administrator is appointed in respect of such Charger or the Security Agent receives notice of intention to appoint such an administrator (as contemplated by the Insolvency Act 1986)

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6 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

7.4 Partial conversion

The giving of a notice by the Security Agent pursuant to clause 7 1 (Conversion by notice) in relation to any class of assets of any Chargor shall not be construed as a waiver or abandonment of the rights of the Security Agent to serve similar notices in respect of any other class of assets or of any other right of the Security Agent

THE DEED CONTAINS THE FOLLOWING:

NOTE 1 - CLAUSE 11 - UNDERTAKINGS BY THE CHARGORS

11.1 Negative pledge and Disposals

No Chargor shall do or agree to do any of the following without the prior written consent of the Security Agent

11 1 1 create or permit to subsist any Security or quasi-security on any Security Asset other than as created by the Deed and except for all exisiting Security in favour of The Co-operative Bank p l c and GE Commercial Distribution Finance Europe Limited as at the date of the Deed; or

11.1 2 sell, transfer, lease, lend or otherwise dispose of (whether by a single transaction or a number of transactions and whether related or not and whether voluntarily or involuntarily) the whole or any part of its interest in any Security Asset

NOTE 2 - CLAUSE 20 - FURTHER ASSURANCES

20.1 Further Action

Each Chargor shall, at its own expense, immediately do all acts and execute all documents as the Security Agent or a Receiver may reasonably specify (and in such form as the Security Agent or a Receiver may reasonably require) for

20 1 1 creating, perfecting or protecting the Security intended to be created by the Deed or any other Finance Document, and

20 1.2 facilitating the realisation of any Security Asset, or

20 1 3 facilitating the exercise of any rights, powers and remedies exercisable by the Security Agent, or any Receiver or any Delegate in respect of any Security Asset or provided by or pursuant to the Finance Documents or by law

This includes

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6	Short particulars of all the property mortgaged or charged
	Please give the short particulars of the property mortgaged or charged
Short particulars	<p>20 1 4 the re-execution of the Deed or such Finance Document,</p> <p>20 1 5 the execution of any legal mortgage, charge, transfer, conveyance, assignment, assignation or assurance of any property, whether to the Security Agent or to its nominee; and</p> <p>20.1 6 the giving of any notice, order or direction and the making of any filing or registration,</p> <p>which, in any such case, the Security Agent may think expedient.</p> <p>20.3 Specific security</p> <p>Without prejudice to the generality of clause 20 1 (<i>Further action</i>), each Chargor will immediately upon request by the Security Agent execute any document contemplated by that clause over any Security Asset which is subject to or intended to be subject to any fixed security under the Deed (including any fixed security arising or intended to arise pursuant to clause 7 (<i>Conversion of floating charge</i>))</p> <p>NOTE 3 - CLAUSE 21 - POWER OF ATTORNEY</p> <p>Each Chargor, by way of security, irrevocably and severally appoints the Security Agent, each Receiver and any Delegate to be its attorney to take any action which such Chargor is obliged to take under the Deed, including under clause 20 (<i>Further assurances</i>) Each Chargor ratifies and confirms whatever any attorney does or purports to do pursuant to its appointment under this clause</p> <p>NOTE 4 - CLAUSE 14 - ENFORCEMENT OF SECURITY</p> <p>14.3 Powers of Security Agent</p> <p>14 3 1 At any time after the Debenture Security becomes enforceable (or if so requested by any Chargor by written notice at any time), the Security Agent may without further notice (unless required by law) .</p> <p>14 3 1 1 appoint any person (or persons) to be a receiver, receiver and manager or administrative receiver of all or any part of the Security Assets and/or of the income of the Security Assets, and/or</p> <p>14 3.1 2 appoint or apply for the appointment of any person who is appropriately qualified as administrator of a Chargor and/or</p> <p>14 3 1 3 exercise all or any of the powers conferred on mortgagees by the Act (as amended or extended by this Deed) and/or all or any of the powers which are conferred by this Deed on a Receiver, in each case without first appointing a Receiver or notwithstanding the appointment of any Receiver; and/or</p>

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Particulars of a mortgage or charge

6	Short particulars of all the property mortgaged or charged
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Please give the short particulars of the property mortgaged or charged
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Short particulars

14 3 1 4 exercise (in the name of any Chargor and without any further consent or authority of such Chargor) any voting rights and any powers or rights which may be exercised by any person(s) in whose name any Charged Investment is registered or who is the holder of any of them

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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

N/A

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 *HM Dickinson Ltd* X

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

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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 **Victoria Sham**

Company name **Hill Dickinson LLP**

Address **The Balance**

Pinfold Street

Post town **Sheffield**

County/Region **South Yorkshire**

Postcode

	S	1		2	G	U	
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Country

DX

Telephone **0114 229 7907**



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 or email 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



FILE COPY

P.

CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY NO. 1807199

CHARGE NO. 6

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A CROSS GUARANTEE AND
DEBENTURE DATED 11 JANUARY 2012 AND CREATED BY
DISPLAYPLAN LIMITED FOR SECURING ALL MONIES DUE OR
TO BECOME DUE FROM ANY CHARGOR TO YFM PRIVATE
EQUITY LIMITED (THE SECURITY AGENT) 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 18 JANUARY 2012

GIVEN AT COMPANIES HOUSE, CARDIFF THE 24 JANUARY
2012



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES