

269427/221

In accordance with
Section 860 of the
Companies Act 2006

MG01

Particulars of a mortgage or charge



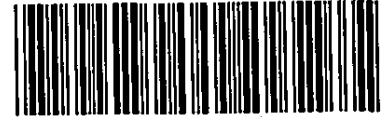
A fee is payable with this form.

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 NO**
You cannot use this form to
particulars of a charge
company. To do this, use
form MG01s

THURSDAY



A02 14/04/2011 201
COMPANIES HOUSE

se
ik

1 Company details

Company number 0 2 2 6 1 9 8 8

Company name in full Wyndeham Peterborough Limited (formerly known as
St Ives Peterborough Limited) (the "**Client**")

For official use
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 0 6 0 4 2 0 1 1

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 Debenture (the "**Deed**")

4 Amount secured

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

Amount secured All the Client's liabilities to RBSIF of any kind
and in any currency (whether present or future or
actual or contingent and whether incurred alone or
jointly with another) together with RBSIF's charges
and commission, Interest and Expenses (the
"**Client's 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	RBS Invoice Finance Limited ("RBSIF")
Address	Smith House, PO Box 50, Elmwood Avenue, Feltham Middlesex
Postcode	T W 1 3 7 Q D
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 Please see attached continuation pages

MG01

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 Nil

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 870).

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).

9 Signature

Please sign the form here

Signature

Signature

X DLA Piper UK LLP X

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

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 Thomas Stansfield

Company name DLA Piper UK LLP

Address 3 Noble Street

Post town London

County/Region

Postcode E C 2 V 7 E E

Country United Kingdom

DX DX- 33866 Finsbury Square

Telephone 020 7796 6661



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

MG01 - continuation page
Particulars of a mortgage or charge

6	Short particulars of all the property mortgaged or charged	
Short particulars	Please give the short particulars of the property mortgaged or charged	
	<p>1. Charge</p> <p>1 1 The Client covenanted to discharge on demand the Client's Obligations and as continuing security for such discharge and with full title guarantee charged to RBSIF.</p> <p>1.1 1 By way of legal mortgage all the freehold and leasehold property now vested in or charged to the Client.</p> <p>1 1.2 By way of fixed charge all estates or interests in any freehold and leasehold property now and in the future vested in or charged to the Client except the property charged by Clause 2 1 1 of the Deed</p> <p>1 1 3 By way of fixed charge all fixtures and fittings from time to time attached to any freehold and leasehold property of the Client</p> <p>1 1.4 By way of fixed charge all of its plant & machinery</p> <p>1 1 5 By way of fixed charge the benefit of all contracts, licences and warranties relating to the plant & machinery</p> <p>1 1.6 By way of fixed charge the Plant & Machinery (if any) specified in part 1 of Schedule 2 (Plant & Machinery) of the Deed</p> <p>1 1 7 By way of fixed charge the benefit of all contracts, licences and warranties relating to the Plant & Machinery (if any) specified in Part 1 of Schedule 2 (Plant & Machinery) of the Deed</p> <p>1 1 8 By way of fixed charge the Plant & Machinery (if any) specified in Part 2 of Schedule 2 (Plant & Machinery) of the Deed</p> <p>1 1 9 By way of fixed charge the benefits of all contracts, licences and warranties relating to the Plant & Machinery (if any) specified in Part 2 of Schedule 2 (Plant & Machinery) of the Deed</p> <p>1 1 10 By way of fixed charge all rents, receivable from any lease granted out of any freehold and leasehold property of the Client</p> <p>1 1 11 By way of fixed charge all the goodwill of the Client's business present and future</p> <p>1 1 12 By way of fixed charge all the uncalled capital of the Client present and future</p> <p>1 1 13 By way of fixed charge all stocks, shares and other securities held by the Client at any time in any Subsidiary and all income and rights relating to those stocks, shares and securities</p> <p>1 1 14 By way of fixed charge all Intellectual Property, licences, claims, insurance policies, proceeds of any insurance and any other legal rights</p> <p>1 1 15 By way of fixed charge the benefit of any currency or interest rate swap cap or collar or other hedging agreement or any futures transaction or treasury instrument made with RBSIF or any third party</p> <p>1 1 16 By way of fixed charge all Non-Vesting Domestic Debts and their proceeds now or in the future owing to the Client</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

- 1.1 17 By way of fixed charge all and any Related Rights relating to any Non-Vesting Domestic Debts
 - 1.1 18 By way of fixed charge all Non-Vesting Export Debts and their proceeds now or in the future owing to the clients
 - 1.1 19 By way of fixed charge all and any Related Rights relating to any Non-Vesting Export Debts
 - 1.1 20 By way of fixed charge all and any Excluded Proceeds
 - 1 1.21 To the extent that any Assigned Asset is not effectively assigned under Clause 3 (Security Assignment) of the Deed, by way of first fixed charge, such Assigned Assets so that each Assigned Asset not effectively assigned is subject to a separate fixed charge
 - 1 1.22 By way of floating charge all the undertaking and all property assets and rights of the Client present and future not subject to a fixed charge under the Deed or any other security present or future held by RBSIF
- 2. Security assignment**
- 2 1 The Client assigned and agreed to assign absolutely (subject to a proviso for reassignment on redemption) all of its present and future right, title and interest in and to the.
 - 2 1 1 Excluded Proceeds
 - 2 1 2 Plant & Machinery Insurance Policy, all claims under the Plant & Machinery Insurance Policy and the proceeds of the Plant & Machinery Insurance Policy
 - 2 1 3 any insurance policy which may replace the Plant & Machinery Insurance Policy and all claims and proceeds of that policy
 - 2 1 4 Property Insurance Policy, all claims under the Property Insurance Policy and the proceeds of the of the Property Insurance Policy
 - 2 1 5 any insurance policy which may replace the Property Insurance Policy and all claims and proceeds of that policy
 - 2 1 6 proceeds of the sale of any Plant & Machinery
 - 2 2 To the extent that any asset expressed to be assigned in Clauses 3 1 2 to 3 1 6 (inclusive) of the Deed 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 the Client to any proceeds of such policies or agreements
- 3. Restrictions**
- 3 1 The Client will not, without RBSIF's consent
 - 3 1 1 other than Permitted Security, permit or create any mortgage, standard security, charge or lien on the Property
 - 3 1.2 dispose of the Property charged by Clause 2 1 of the Deed

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

- 3.1 3 dispose of the Property charged by Clause 2 1 22 of the Deed, other than in the ordinary course of business
- 3 1 4 call on, or accept payment of, any uncalled capital.
- 3 1.5 grant, or accept a surrender of, any lease or licence of any of its Real Property or consent to a tenant assigning or sub-letting.
- 3.1.6 dispose of, part with or share possession or occupation of any of its Real Property.
- 4. Property Undertakings**
- 4 1 The Client will
- 4.1 1 permit RBSIF at any time to inspect the Property
- 4 1 2 Keep all Property of an insurable nature comprehensively insured (including if requested by RBSIF, terrorism cover) to RBSIF's reasonable satisfaction for its full reinstatement cost In default, RBSIF may arrange insurance at the Client's expense.
- 4.1 3 Subject to the provisions of Paragraph 6.2 8 of Schedule 4 (Property Facility) of the ABFF, hold on trust for RBSIF all proceeds of any insurance of the Property other than an ABL Insurance At RBSIF's option, the Client will apply the proceeds in making good the relevant loss or damage, or to reduce the Client's Obligations
- 4 1.4 where required by RBSIF (in addition to any rights RBSIF may have under the ABFF in this regard), deposit with RBSIF all insurance policies (or copies where RBSIF agrees), and all deeds and documents of title relating to the Property
- 4 1 5 keep the Property in good condition
- 4 1 6 not, without RBSIF's consent, carry out any development on or make any alterations to any Real Property which require planning permission or approval under building regulations
- 4 1 7 deal with all Fixed Charge Debts and their Related Rights as if they were debts which vested in RBSIF under the ABFF
- 4 1 8 deal with all Debts in accordance with the terms of the ABFF
- 4 1 9 if any Plant & Machinery is listed in Schedule 3 (Plant & Machinery) of the ABFF, comply with the provisions of Paragraphs 6 and 8 of Schedule 3 (Plant & Machinery Facility) of the ABFF in relation to that Plant & Machinery as if these provisions were set out in the Deed
- 4 1 10 deal with the Property Insurance Policy in accordance with the provisions of Paragraph 6 2 of Schedule 4 (Property Facility) of the ABFF as if these provisions were set out in the Deed
- 4 1.11 deal with the Plant & Machinery Insurance Policy in accordance with the provisions of Paragraph 7 of Schedule 3 (Plant & Machinery Facility) of the ABFF as if these provisions were set out in the Deed

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

5. Conversion of Floating Charge to Fixed Charge

5 1 RBSIF may by notice convert the floating charge on any of the Property into a fixed charge. Following this notice, the Client will not dispose of the affected Property without RBSIF's consent

5 2 The floating charge will become a fixed charge if an administrator of the Client is appointed

6. Possession and Enforceability

6 1 RBSIF does not have an immediate right to possession of the Property or its income (and will not be considered to be taking possession if it enters to inspect or repair the Property). The Client will continue in possession until RBSIF takes possession.

6 2 RBSIF may take possession and enforce the Deed if

6 2 1 a Termination Event has occurred and is continuing

6 2 2 the Client asks RBSIF, or RBSIF receives notice of intention, to appoint an administrator or an administration application is made

6 2 3 a meeting is called or petition is presented for liquidation of the Client.

6 3 Any purchaser or third party dealing with RBSIF or a receiver may assume that RBSIF's powers have arisen and are exercisable without proof that demand has been made

6 4 RBSIF will not be liable to account to the Client for any money not actually received by RBSIF

7. Appointment of Receiver or Administrator

7 1 RBSIF may appoint or remove a receiver of the Property, or appoint an administrator of the Client

7 2 Any receiver will be the Client's agent and the Client (and not RBSIF) will be responsible for the acts, defaults and remuneration of the receiver RBSIF may fix and pay the receiver's fees and expenses at the expense of the Client

8. Powers of RBSIF, an Administrator or Receiver

8 1 RBSIF, an administrator or any receiver may

8 1 1 carry on the Client's business

8 1 2 enter, take possession of, and/or generally manage the Property

8 1 3 complete any unfinished works or carry out any new works of building, reconstruction, maintenance or repair on any Real Property

8 1 4 purchase any Real Property or other property and purchase, grant or release any interest in or right over Real Property or the benefit of any covenants affecting that Real Property References to Real Property or Property include land or property that is purchased by RBSIF or a receiver under this power

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>8 1 5 sell, lease, surrender or accept surrenders of leases, charge or deal with the Property without restriction, including disposing of any fixtures separately from the Real Property.</p> <p>8 1 6 complete any transactions by executing any deeds or documents in the name of the Client.</p> <p>8 1 7 take, continue or defend any proceedings and enter into any arrangement or compromise.</p> <p>8 1 8 insure the Property and any works, arrange indemnity and other similar insurance, and obtain bonds and give counter-indemnities and other security in connection with this</p> <p>8 1 9 if the Client is a company, call up any uncalled capital with all the powers conferred by the Client's articles of association</p> <p>8 1.10 if the Client is an LLP, call up any capital due from the Client's members with all the powers conferred by the members' agreement in relation to capital contributions</p> <p>8 1.11 employ advisers, consultants, managers, agents, workmen and others</p> <p>8 1 12 purchase or acquire materials, tools, equipment, furnishing, goods or supplies</p> <p>8 1 13 do any acts which RBSIF or a receiver considers to be incidental or beneficial to the exercise of their powers</p> <p>8 2 A receiver may borrow and secure the repayment of any money, in priority to the Client's Obligations</p> <p>8 3 Joint receivers may exercise their powers jointly or separately</p> <p>8 4 A receiver will first apply any money received from the Property towards the repayment of all money that the receiver has borrowed and secondly in payment of the receiver's fees and expenses The receiver will then apply any remaining money received as required by law</p> <p>8 5 RBSIF may exercise any of its powers even if a receiver has been appointed</p> <p>8 6 RBSIF may exercise any rights attached to charged stock, shares and other securities as it considers necessary to preserve the value of, or realise, that Property Otherwise RBSIF will only exercise those rights as instructed by the Client.</p> <p>8 7 RBSIF may set off any amount due from the Client against any amount owed by RBSIF to the Client RBSIF may exercise this right, without prior notice, both before and after demand For this purpose, RBSIF may convert an amount in one currency to another, using its market rate of exchange at the relevant time</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

8.8 Any credit balance with RBSIF will not be repayable, or capable of being disposed of, charged or dealt with by the Client, until the Client's Obligations have been paid in full. RBSIF allowing the Client to make withdrawals will not waive this restriction.

9. Preservation of other Security and Rights and Further Assurance

9 1 The Deed is in addition to any other security for the Client's Obligations held by RBSIF now or in the future RBSIF may consolidate the Deed with any other security so that they have to be redeemed together, but it will not merge with or prejudice any other security or RBSIF's other rights

9 2 On request, the Client will execute any deed or document, or take any other action required by RBSIF, to perfect or enhance RBSIF's security under the Deed.

10. Power of Attorney

10 1 To give effect to the Deed and secure the exercise of any of its powers, the Client irrevocably appoints RBSIF, and separately any receiver, to be the Client's attorney (with full power of substitution and delegation), in the Client's name to sign or execute any documents, deeds and other instruments, or to take, continue or defend any proceedings

11. Transfers

11 1 RBSIF may allow any person to take over any of its rights and duties under the deed The Client authorises RBSIF to give that person or its agent any financial or other information about the Client References to RBSIF include its successors

SCHEDULE 1 of the Deed

ABL Insurances

Part 1 - Plant & Machinery Insurance Policy

Insurer	Insured risks	Policy number
ACE Limited	Risks as set out in the Policy	74UKC19842 (insofar as it relates to the Plant & Machinery described in Schedule 2)

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

Part 2 - Property Insurance Policy

Insurer	Insured risks	Policy number

Definitions and Interpretation

In this form the following terms have the following meanings

ABFF: The asset based finance facility dated 13 March 2011 and made between, amongst others, RBSIF and the Client

ABL Insurances: The Plant & Machinery Insurance Policy and the Property Insurance Policy and ABL Insurance means either of them.

Assigned Assets: The assets expressed to be assigned pursuant to clause 3 (Security Assignment) of the Deed

Customer: A debtor of a Client under a Sales Contract based in an Approved Territory (as defined in Schedule 10 of the ABFF)

Debt: Any monetary claim on or obligation of a Customer under a Sale Contract (including any applicable tax or duty), present, future or contingent, together with all Related Rights and excluding the Excluded Debts

Discounting Charge: The charge for RBSIF making Prepayments (as defined in the ABFF) to a Client which is deducted from the purchase price of the Client's Debts, and calculated daily by applying the Discount Margin (as defined in the ABFF) plus the Applicable Rate (as defined in the ABFF) to the balance on the Receivables Client Account (as defined in the ABFF)

Excluded Proceeds: All and any moneys paid to a Nominated Account (being an account nominated and operated by RBSIF and which are set out at Schedule 10 of the ABFF) which are not the proceeds of a Debt

Expenses: All expenses (on a full indemnity basis) incurred by RBSIF or any Receiver at any time in connection with

- 1 the Property,
- 2 the Client's Obligations, or
- 3 in taking or perfecting the deed or in protecting, defending or enforcing the security created by the deed or in exercising any power under the deed or otherwise, in each case with Interest from the date they are incurred

Export Debt: A Debt evidenced by an invoice addressed to a Customer outside the United Kingdom

Fixed Charge Debts: All Debts which fail to vest in RBSIF under the ABFF

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

Intellectual Property: 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 exist), whether registered or unregistered

Interest: Interest at the same rate that is used to calculate Discounting Charge and calculated both before and after demand or judgement on a daily basis and compounded according to agreement, or, in the absence of agreement, monthly on the days selected by RBSIF

Non-Vesting Domestic Debts: All and any Debts (other than Exports Debts) purportedly assigned to RBSIF pursuant to the ABFF from time to time but which do not, for any reason vest absolutely and effectively in RBSIF

Non-Vesting Export Debts: All and any Export Debts purportedly assigned to RBSIF pursuant to the ABFF from time to time but which do not, for any reason vest absolutely and effectively in RBSIF

Permitted Security:

- 1 Any lien arising by operation of law and in the ordinary course of trading and not as a result of any default or omission by a member of the Group (as defined in Schedule 10 of the ABFF),
- 2 any netting or set-off arrangement entered into by an obligor to the ABFF in the ordinary course of its banking arrangements for the purpose of netting debit and credit balances provided that the arrangement is in place with National Westminster Bank Plc or any other clearing bank with whom an Intercreditor Agreement (as defined in the ABFF) is in place,
- 3 the Vendor Security (as defined in the ABFF),
- 4 the Cigala Security (as defined in the ABFF),
- 5 until the earlier of (a) the transfer of the Group's (as defined in Schedule 10 of the ABFF) banking arrangements to NatWest in accordance with Clause 16 35 4 of the ABFF or (b) 6 Months after the date of the ABFF, the Deed of Charge over Credit Balances given by Wyndeham Press Group Limited in favour of Barclays Bank Plc dated 05 November 2008,
- 6 the rent deposit deed given by Southernprint Limited in favour of Carmel Southend Limited dated 30 October 2010,
- 7 security registered at Companies House and granted by the Parent Group (as defined in the ABFF) and existing at the date of the ABFF provided that such security is fully discharged on or before the Commencement Date (being the 6 April 2011), and
- 8 any other security (as defined in the ABFF) approved by RBSIF in writing

Plant & Machinery: The plant and machinery (if any) specified in Part 1 of Schedule 2 (Plant & Machinery) of the Deed

MG01 - continuation page

Particulars of a mortgage or charge

6	Short particulars of all the property mortgaged or charged
Short particulars	<p data-bbox="319 365 1037 398">Please give the short particulars of the property mortgaged or charged</p> <p data-bbox="319 454 1508 544">Plant & Machinery Insurance Policy: The plant and machinery insurance policy (if any) the details of which are specified in Part 1 of Schedule 1 (ABL Insurances) of the Deed and all cover notes relating to that policy.</p> <p data-bbox="319 555 1508 611">Property: The whole and any part of the undertaking property and assets of the Client charged by Clause 2 of the Deed.</p> <p data-bbox="319 622 1508 712">Property Insurance Policy: The property insurance policy (if any) the details of which are specified in Part 2 of Schedule 1 (ABL Insurances) of the Deed and all cover notes relating to that policy</p> <p data-bbox="319 723 542 757">Real Property:</p> <ol data-bbox="319 768 1508 902" style="list-style-type: none"> Any freehold, leasehold or immovable property; and any buildings, fixtures, fittings, fixed plant or machinery from time to time situated on or forming part of that freehold, leasehold or immovable property. <p data-bbox="319 913 1508 1048">Related Rights: Any rights in relation to a Debt or Sale Contract including (i) a Client's rights as an unpaid seller; (ii) documents of title to goods; (iii) the benefit of all insurances, (iv) all remittances, security, bonds, guarantees and indemnities; (v) all accounting records, and (vi) interest</p> <p data-bbox="319 1070 1508 1160">Sales Contract: A contract between a Client and another person for the sale or hire of goods or the provision of services or work done and materials supplied</p> <p data-bbox="319 1182 1460 1216">Subsidiary of a company or corporation means any company or corporation</p> <ol data-bbox="319 1227 1508 1462" style="list-style-type: none"> which is controlled, directly or indirectly, by the first-mentioned company or corporation, or more than half the issued share capital of which is beneficially owned, directly or indirectly, by the first-mentioned company or corporation, or which is a subsidiary of another subsidiary of the first mentioned company or corporation, <p data-bbox="319 1473 1508 1585">and, for these purposes a company or corporation shall be treated as being controlled by another if that other company or corporation is able to direct its affairs and/or to control the composition of its board of directors or equivalent body</p> <p data-bbox="319 1597 1508 1653">Termination Event: An event listed in Clause 19 (Termination Events) of the ABFF</p>

SCHEDULE 2 of the Deed**Part 1****Plant & Machinery****Storey's Bar Road, Peterborough, Cambridgeshire PE1 5YS**

NO	ITEM DESCRIPTION
<u>Pre Press Department</u>	
1	Epson Stylus Pro 9880 large format colour inkjet printer
2	Agfa Sherpa 43i large format colour inkjet printer
3	Canon iPF9000S large format colour inkjet printer
	<i>Platesetting Line 1 comprising:</i>
4	Creo model TSV autoloader Serial number B079 (2002)
5	Creo Trendsetter VLF Quantum CTP platesetter complete with CreoScitex universal debris removal cabinet, RIP server and plate transfer unit
6	Kodak Mercury T-HD 1550 plate processor Serial number ME10661 (2010)
7	Plate stacker
	<i>Platesetting Line 2 comprising:</i>
8	Creo Lotem 800 Quantum 'squarespot' automated high throughput 8 page CTP platesetter Serial number 0143-93918/01 (2001) complete with CreoScitex universal debris removal cabinet and RIP server
9	Heights plate stacker Serial number 00SUF1145
10	M&A Pab Systems plate punch
	<i>Offline plate processing:</i>
11	Kodak Mercury T-HD 1550 plate processor Serial number ME 10669 (2010)
12	Kodak Polychrome Saturn oven Serial number ST6120 (2003)
13	Kodak Polychrome wash gum unit Serial number WG6291 (2003) and plate stacker
	<i>Platesetting Line 3 comprising:</i>
14	Creo VLF Trendsetter Serial number B679 complete with CreoScitex universal debris removal cabinet, Polyscience thermount and RIP server

NO	ITEM DESCRIPTION
15	2 AFS wall mounted anti foaming units
16	Allowance for computer room network racks, servers, Apple MAC processors and PCs associated with the pre-press and CTP
<u>Compressor House</u>	
17	2 Ingersoll Rand M110 packaged screw air compressors
18	Ingersoll Rand Nirvana N110 packaged screw air compressor Serial number 2800007 (2003)
19	Abbott & Co 11 bar welded steel vertical air receiver Serial number A44057 (1998)
20	Ultrafilter Ultratoc model SD2250 refrigerated air dryer Serial number 032/16226/10, complete with 2 inline filters
21	Sepura oil/water separator
	<i>Water system comprising:</i>
22	2 Readysoft alternating systems, soft water storage tank, 2 Grundfos pumps, Pallas XL control, RO water storage tank, 2 Ebara pumps, 2 Dosatron filters, Zalmet filter and top up system storage tank
<u>Maintenance Department</u>	
23	Excel pedestall surface grinder
24	Colchester Triumph 2000 centre lathe Serial number 670043/26130
25	Eintell DSC150 double ended pedestal grinder
26	Bridgeport Series I 2HP vertical turret mill Serial number 288340978U
27	Ajax AJPD25 pillar drill Serial number 79036
28	Unbranded double ended pedestal grinder
29	Unbranded mechanical hacksaw
30	Clarke Strongarm T 25 press
31	Hobart BetaMig 200KI mig welding set
32	Kemper 64120 mobile fume extraction unit Serial number 143934
33	Sealey 160XL PowerWeld 160 welding set

NO	ITEM DESCRIPTION
<u>Folding and Cutting Department</u>	
34.	<i>Guillotine Line 1 comprising:</i>
35	Knorr Systeme L-600-3-W pile lift Serial number 6652076
36	Knorr Systeme RLA-3-P automatic jogger Serial number 6859088
37	Perfecta 132UC paper guillotine Serial number 71661, complete with air float tables
38	Knorr Systeme 145-3-R/GL pallet restacker Serial number 6860017 (1998)
	<i>Guillotine Line 2 comprising:</i>
39	Schneider Senator Profiline PL20 pile lift Serial number P-6752096 (1997)
40	Schneider Senator Profiline 0077 automatic jogger Serial number P-6759094 (1997)
41	Schneider Senator 115TSC paper guillotine Serial number M-115H-004-07/20-07 (1997) complete with air float table and light guards
42	Schneider Senator Profiline PL10-600 pallet restacker Serial number P-6752097 (1997)
43	Payne RO-M-P2 manual strapper Serial number 46011 (1997)
44	MBO B26E-3-38/4 fold unit Serial number W07/60
45	MBO T700-2-68/6 fold unit Serial number S01/19
46	MBO B30-E-2-76/4 fold unit Serial number W07/60
	<i>MBO Folding Line 1 comprising:</i>
47	MBO type T700-C continuous feeder Serial number S01/19
48	MBO MC-Control batch counter
49	MBO T700-1-68/6 fold unit Serial number S01/19
50	Palamides BA-700 presser stacker Serial number 0337 (2000)
51	Palamides PL-700 bundler

NO	ITEM DESCRIPTION
	Serial number 0357 (2000)
	<i>MBO Folding Line 2 comprising:</i>
52	MBO B30-E-C continuous feeder Serial number W07/60
53	MBO MS-Control and batch counter, Serial number W07/60
54	MBO B30-E-1-76/4 fold unit Serial number W07/60
55	OMG Economic P700 presser stacker Serial number 649 (2004)
<u>Stitching and Binding Department</u>	
56	Becker Variair type VACS 0133 0111 ZU841 central air supply system Serial number 1910684 (2007)
	<i>Kolbus Binding Line comprising:</i>
57	Overhead gantry system with fitted Demag 250kg rails and two manual cross travel rails each with Demag hoists and two Muller Martini 277 0401 log lifts, Serial numbers 99 20576/C 905 and 99 23369
58	Nine Kolbus STA stream feeders
59	Kolbus ZU 841 C 10 station gathering machine Serial number 226 (2009) complete with, card gluer, Nordson ProBlue 4 hot melt glue unit, transfer channel and waste segregation station
60	Kolbus AS841 reject unit Serial number 205 (2007) complete with powered belt transfer reject conveyor
61	Transfer station complete with underbelt powered belt conveyor and additional rotary transfer unit
62	Kolbus Publica KM 411 C 30 station Perfect binding machine Serial number 110 (2007) complete with two LH375 C hot melt back glue units, serial numbers 39 and 40, spine glue unit and cover feeder
63	Kolbus XTN 641 powered belt feeder conveyor Serial number 459
64	Kolbus XAF 660 rotary carousel cooling tower Serial number 250 (2007)
65	Six various straight and one 90 degree bend powered belt transfer conveyors
66	Kolbus TS Z diverter station to both line exit or continuation (variable to production at the time)
67	Two Powered belt transfer conveyors

NO	ITEM DESCRIPTION
68	Kolbus HD 152P three knife trimmer Serial number 1070 (2007)
69	Rima System RS-3310S counter stacker Serial number 338562-10 (2007)
70	Two Kolbus RS121 blocking units Serial numbers 66 and 68
71	Two Kolbus VB120 blocking units Serial numbers 67 and 68
72	Five various straight and one 90 degree bend powered belt transfer conveyors and Shuttleworth powered roller conveyor
73	Buhrs 3500 6 station polywrapping line Serial number 4453-177 (2007) complete with Shuttleworth powered roller infeed and Touch Simotion P control
74	Rima System RS-3310S counter stacker Serial number 338561-10 (2007)
75	Kolbus RS121 blocking unit Serial number 69 (2007)
76	Kolbus VB120 blocking unit Serial number 69 (2007)
77	Two powered belt transfer conveyors and one 90 degree bend transfer conveyor
78	Schneider Ozga Pakseal M30 automatic strapper Serial number 3122 (2001) complete with Shuttleworth powered roller conveyor
79	Affeldt SA03 automatic sleeve wrapping machine Serial number 348 (2006)
	and
80	KJ FK41 hot air shrink tunnel Serial number 200 (1988)
81	Two powered belt transfer conveyors and one 90 degree bend transfer conveyor
82	Schneider Ozga Pakseal M3000 automatic strapper Serial number 1955 (1997)
83	Muller Martini Cohiba automatic palletising machine Serial number NN44209 (2008) complete with compensating stacker, infeed table powered roller transfer, buffer and pallet hopper
84	Schneider Ozga Pakseal M3000 strapper Serial number 1953 (1997)
85	Schneider Ozga Pakseal M30 strapper Serial number. 3198 (2001)

NO	ITEM DESCRIPTION
86	3M-Matic box taping machine
	Muller Martini Offline Inserting Line comprising:
87	Muller Martini 227 8400 six station inserter Serial number 99 32258
88	complete with feeder/diverter
89	Muller Martini Practico stacker Serial number MMZO 526415 (2001)
90	Schneider Ozga Pakseal M30 strapper Serial number 3120 (2001)
91	KJ type FW43 automatic sleeve wrapping machine Serial number 202 (1989)
92	KJ type FK41 hot air shrink tunnel Serial number 106 (1986)
93	350KG mobile crane hoist
	Muller Martini 300 Stitching Line comprising:
94	Six 370 0400 gatherer feeder stations Serial number 91 01854
95	1529 cover feeder Serial number 91 02109
96	Muller Martini wire saddle stitching machine complete with diverter station
97	Three knife trimmer
98	Stahl EF 63 folder, Serial number 28004
99	OMG Cucciolo stacker Serial number 746 (1998)
100	Manual strapper
101	Cool Technology Ltd 11 bar welded steel vertical air receiver Serial number B2 2 1807 (1996)
	Muller Martini Primera Stitching Line comprising:
102	Overhead gantry system with fitted Demag 250kg rails and two manual cross travel rails each with Demag hoists and two Muller Martini 0277 0401 log lifts, Serial numbers MMZO 1 512 173-90 No's 01 and 02
103	Five 3738 stream feeders 4 Serial number MMFE 1541090/50 1 Serial number MMFE 1517720/55
104	Six 0379 0401 feeders Serial number MMZO 1 512 173 No's 01 to 06

NO	ITEM DESCRIPTION
105	Type 0554 0405 cover feeder Serial number MMZO 1 512 173 No 07
106	Muller Martini Primera 130 wire saddle stitching machine Serial number MMZO 1 512 173 / MMEZ 1541951
107	Muller Martini 0449 0450 three knife trimmer Serial number MMZO 1 512 173
108	Muller Martini Practico stacker Serial number MMZO 1 512 173-80 complete with roller take off conveyor
109	Model TP-702 59 strapper Serial number 1011 9336 complete with roller take off table
110	Becker Variair type VACS 0033 0036 + MM central air supply system Serial number 236 9941 (2009)
	<i>Muller Martini Tempo Stitching Line comprising:</i>
111	Overhead gantry system with fitted Demag 250kg rails and three manual cross travel rails each with Demag hoists and three Muller Martini 00277 0401 log lifts, Serial numbers MMZO 1 513 877-110 No's 01 to 03 (2008)
112	Six 3738 stream feeders 5 Serial number MMFE 1517720/55 (2008) 1 Serial number MMFE 1517720/50 (2008)
113	Eight 0416 0431 feeders (one not on line currently) Serial number MMZO 1 513 877 No's 01 to 08
114	Type 0423 0404 merchandise tipper Serial number MMZO 1 513 877 No 10
115	Transnorm 90 degree bend powered belt transfer conveyor
116	Type 0344 0434 cover feeder Serial number MMZO 1 513 877 No 09
117	Three Eltex KNH34 high voltage generators
118	Muller Martini Tempo 22 saddle stitching machine
119	and three knife trimmer
120	Type 0435 9805 feeder stations to overhead automatic interlink clamp transfer conveyor system
121	Muller Martini Integro six station automatic inserting machine leading to rotary transfer lift, up and over conveyor system
122	Muller Martini Robusto compensating stacker Serial number MMZO 1 513 879-10 (2009) complete with mobile roller take off table

NO	ITEM DESCRIPTION
123	Type 0457 0400 bundle blocking unit Serial number MMZO 1 513 879-15 (2008) complete with Sick light guards
124	Signode LBX2330MAG automatic strapper Serial number PTX2335 (2008)
125	Type 6214 FJ44 automatic sleeve wrapping machine Serial number MMZO 1 513 879-50 complete with Shuttleworth powered roller conveyor and hot air shrink tunnel
126	Signode LBX2330 automatic strapper Serial number PTX2334 (2008)
127	Muller Martini Fontana automatic palletising machine Serial number 1281 0403 NN44545 complete with compensating stacker, infeed table powered roller transfer, buffer and pallet hopper
	<i>Ferag Stitching and Inserting Line comprising:</i>
128	Overhead gantry system with fitted Demag 250kg rails and three manual cross travel rails each with Demag hoists and three Signature SLC-1000 log clamp lifts
129	Three stream feeders and JobFeed stream feeder (six spare stream feeders not in use)
130	Eleven JEF-450-FVM-DOP pocket feeders to inline conveyor system
131	Seven USR-420 stations complete with clamp grip SWT conveyor feeders
132	Ferag UDR and HFA gatherer stitching machine
133	Ferag UTR-SO-NOT pick up feeder conveyor station Serial number 13 44 0102 110271 (2004) complete with clamp grip conveyor system
134	Ferag UTR-SO-NOT-DU pick up feeder conveyor station Serial number 13 44 0101 110271 (2004) complete with clamp grip conveyor system
135	Ferag SNT three knife drum trimmer and UEG transfer unit
136	Four JEF-450-FVM-DOP pocket feeders Serial number 2714 0605-110273 (2004) Serial number 2714 0603-110271 (2004) Serial number 2714 0606-110271 (2004) Serial number 2714 0601-110273 (2004)
137	complete with Ferag ROS 10 station in line conveyor system
138	Ferag ETR-CV SPEZ high speed inserting drum Serial number 13 17 0101-110273
139	Two UTR-AB-SO-NOT pick up feeder conveyor stations Serial number 13 44 0101-110270 (2004) Serial number 13 44 0102-110270 (2004) complete with clamp grip conveyor systems

NO	ITEM DESCRIPTION
140	Four Ferag AB-MW delivery stations Serial number 20 40.0101-110270 (2004) Serial number 20 40 0102-110270 (2004) Serial number 20 40 0102-110273 (2004) Serial number. 20 40 0101-110273 (2004) complete with clamp grip conveyor systems
141	<i>(NB following out of delivery stations serial numbers, 20 40 0101/0102-110273)</i>
142	Two powered belt transfer conveyors
143	Segbert model ICSCE stacker Serial number 1013
144	Segbert VB95 bundle blocking unit Serial number 216
145	Two powered belt transfer conveyors
146	Easy Strap ES-35 automatic strapper Serial number 40080802110269 complete with powered belt transfer conveyor
147	Affeldt SA20 automatic sleeve wrapping machine Serial number 17414 1 1
148	Affeldt VT50 hot air shrink tunnel Serial number 17414 1 2
149	East Strap ES-35 automatic strapper Serial number 40080801110269
150	Diverter transfer conveyor and turntable
151	Segbert automatic palletising machine complete with infeed, powered rollers, buffer, pallet hopper
	<i>(NB following out of delivery stations serial numbers, 20 40 0101/0102-110270)</i>
152	Segbert ICSCE stacker Serial number 1012
153	Segbert VB95 vundle blocking unit Serial number 217
154	Easy Strap ES-35 automatic strapper Serial number 40080803110269
155	Affeldt SA20 automatic sleeve wrapping machine Serial number 17414 2 1 (2004)
156	Affeldt VT60 hot air shrink tunnel Serial number 17414 2 2 (2004)
157	Easy Strap ES-35 automatic strapper Serial number 40080804110269
158	Diverter station transfer conveyor and turntable

NO	ITEM DESCRIPTION
159	Segbert automatic palletising machine complete with infeed, powered rollers, buffer, pallet hopper
160	Payne STD pallet inverter Serial number 1714 (2004)
161	Lantech model Q300 rotary stretch pallet wrapper Serial number QM021089 (2006)
162	Lantech model Q300 rotary stretch pallet wrapper Serial number QM021088 (2006)
<u>Stores Area</u>	
	<i>Bulk ink storage and distribution system comprising:</i>
163	Eight agitated stirrer steel bulk ink tanks on load cells with manifolds
164	Thirteen Technotrans ink transfer pumping units
165	Control panel and pipe connections to web presses
	<i>Sitma Inserting and Polywrapping Line comprising:</i>
166	Sitma model 525 main product shuttle feeder Serial number 1196 (1997)
167	Sitma model 526 universal base modules Serial number 1475 (1997)
168	Six rotary inserter feeders
169	Sitma model C80-750 film wrapping and sealing unit Serial number 1335 (1997) complete with film reel unwind stand and pack separation incline conveyor
170	Sitma model 513R-W stacker and take off delivery Serial number 775 (1997)
171	Schneider Ozga Pakseal M30 strapper Serial number 2201 (1998)
<u>Web Press Department</u>	
	<i>Lithoman No. 2 Web Press Line comprising:</i>
172	Megtec twin feed web slicer stand with reel handling system, web aligner, light guards and Mettler Toledo digital weigh scales
173	Integrated web infeed and web catcher
174	MAN Roland Lithoman IV 64/72pp 4 colour web printing press Serial number 28284 / 4080616 (2008)
175	Arcade print control system, blanket wash, Technotrans delta d and spinclean d dampening water system and Elettra blanket fastwash and QTMS print control management software

NO	ITEM DESCRIPTION
176	Megtec type DDTNV 15 3-2083 965mm web width natural gas twin deck drying oven Serial number 2101448-JN DV1034 (2008) complete with afterburner
177	Chill roll stand, silicone applicator unit and re-moistening unit
178	MAN Roland automated folder superstructure complete with CombiJet 8Mod folding and gluing support system and colour management units
179	Faist acoustic enclosure, MAN Roland print console control desk and associated hardware/software
180	<i>Lithoman No 2 Press in-line finishing comprising</i>
181	Civiemme twin stream post press interconnecting conveyor system complete with joggers, diverters and bumpers, switchgear, controls and ancillary equipment
182	Rima System RS-3010SL 13" counter stacker Serial number 305040-10 (1998)
183	Rota Schneider type RS-3VS/541ST 2 x 2 knife trimmer Serial number 661-2370 complete with 90 degree bump turn
184	Civiemme type ST8000/120DX automatic vertical log stacker Serial number 0167 114301 (2008) complete with Signode automatic strapper
185	Civiemme type ST8000/120DX automatic vertical log stacker Serial number 0167 114302 (2008) complete with Signode automatic strapper
186	Civiemme type PL26 Dual automatic palletiser Serial number 0167123201 (2008) complete with bundle automatic transport system and pallet hopper
187	Lantech Q300 rotary stretch pallet wrapping machine Serial number QM010423
188	Payne 2000kg pallet inverter Serial number 1402 (1997)
189	Two Siat mobile box taping machines and One 3M-Matic box taping machine
190	PowerRam portable ink mixer
	<i>Rotoman N Web Press Line comprising:</i>
191	Twin feed web slicer stand with reel handling system, web aligner and light guards
192	Integrated web infeed and web catcher
193	MAN Roland Rotoman N 16 page 6 colour web printing press, 630mm cylinder circumference, 965mm paper width and 65,000/h Serial number. 4051575 (2001)
194	QTMS print control management software

NO	ITEM DESCRIPTION
195	Arcade print control dampening system, blanket wash, Graphics Microsystems Color Quick closed loop colour
196	Contiweb Ecotherm type ECC121-102R-NG single deck natural gas fired drying oven Serial number WHI15-ECC01251 (2009) complete with afterburner
197	Chill roll stand, silicone applicator unit and re-moistening unit
198	MAN Roland folder superstructure
199	JetWeb inline finishing system Serial number 9851/30 (2001)
200	Fast accoustic enclosure, MAN Roland print console control desk and associated hardware/software
	<i>Rotoman N Press in-line finishing comprising</i>
201	Rima System twin stream post press interconnecting conveyor system complete with, two trimming stations, joggers, diverters and bumpers, switchgear, controls and ancillary equipment
202	Pakseal model ROMP strapper Serial number 36916
203	AMG type KL2000 stacker Serial number 015 (2001) complete with bundle blocking unit
204	Mosca model RO-TRI-4 fully automatic strapping machine Serial number 64947
205	Civiemme ST240/100DX automatic vertical log stacker Serial number 013601711 (2001) complete with Signode automatic strapper, bundle rollers and tilt table
206	Fanuc System RJ-3 automated pick and place palletising robot complete with powered roller transfer, take off and pallet hopper
	<i>Lithoman No. 1 Web Press Line comprising:</i>
207	Megtec twin feed web slicer stand with reel handling system, web aligner, light guards and Mettler Toledo digital weigh scales
208	Integrated web infeed and web catcher
209	MAN Roland Lithoman IV 64/72pp 4 colour web printing press Serial number 28037 / 4080493 (2005)
210	Arcade print control system, blanket wash, Technotrans delta d and spinclean d dampening water system and QTMS print control management software
211	Megtec type DDTNV 15 3-2083 1980mm web width natural gas twin deck drying oven Serial number 0158SV/JN117973 (2005)

NO	ITEM DESCRIPTION
	complete with afterburner
212	Chill roll stand, silicone applicator unit and re-moistening unit
213	MAN Roland automated folder superstructure complete with CombiJet 8Mod folding and gluing support system and Graphic Microsystems Color Quick colour management
214	Fast acoustic enclosure, MAN Roland print console control desk and associated hardware/software
	<i>Lithoman No 1 Press in-line finishing comprising</i>
215	Civiemme twin stream post press interconnecting conveyor system complete with joggers, diverters and bumpers, switchgear, controls and ancillary equipment
216	Paramount extraction fan and cabinet
217	Civiemme type ST8000/120DX automatic vertical log stacker (2005) complete with Signode automatic strapper
218	Civiemme type ST8000/120DX automatic vertical log stacker (2005) complete with Signode automatic strapper
219	Civiemme type PL26 Dual automatic palletiser Serial number 015442321 (2005) complete with bundle automatic transport system and pallet hopper
<u>Side Yard - Outside</u>	
	<i>Paramount Waste and Dust Extraction comprising</i>
220	Enclosed blow/chop fans
221	Conical based dust collection hoppers and scrubbing vessel to twin discharge chutes (compactors third party owned)
222	POR Ecomec Junior Rasch briquetting machine Serial number CE4234 (2010)
223	Associated ducting and controls for the extraction plant
	<i>Cooling and Associated Plant</i>
224	Carrier 30RA-160-B1370-PEE packaged water chiller Serial number 12Q804715 (2008)
225	Carrier 30RA-160-B1370-PEE packaged water chiller Serial number 12N500712 (2005)
226	Rother Boiler Co 5 5 bar water boiler Serial number 266633 (1996) complete with two associated pumps
227	Carrier six fan packaged water chiller

NO	ITEM DESCRIPTION
228	Four Carrier type 09GE CA234 12 0969V 136 twelve fan packaged water chillers
229	Three Carrier ten fan packaged water chillers
230	Four Flowserve pumps and water boiler system
<u>Rear Yard - Outside</u>	
	<i>Paramount Waste and Dust Extraction comprising</i>
231	Enclosed blow/chop fans
232	Conical based dust collection hoppers and scrubbing vessel to twin discharge chutes (compactors third party owned)
233	POR Ecomec Junior Rasch briquetting machine Serial number CE4174 (2008)
234	Associated ducting and controls for the extraction plant
	<i>Impact Waste and Dust Extraction comprising</i>
235	Enclosed blow/chop fans
236	Four Snail fans
237	Two Impact dust collection hoppers and scrubbing vessels each with twin discharge chutes (compactors are third party owned)
238	Extraction dust hopper and two Impact dust filter units



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

**COMPANY NO. 2261988
CHARGE NO. 2**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A DEBENTURE DATED 6 APRIL 2011
AND CREATED BY WYNDEHAM PETERBOROUGH LIMITED
FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM
THE COMPANY (FORMERLY KNOWN AS ST IVES
PETERBOROUGH LIMITED) TO RBS INVOICE FINANCE
LIMITED ON ANY ACCOUNT WHATSOEVER WAS REGISTERED
PURSUANT TO CHAPTER 1 PART 25 OF THE COMPANIES ACT
2006 ON THE 14 APRIL 2011

GIVEN AT COMPANIES HOUSE, CARDIFF THE 18 APRIL 2011



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES