

MG01

Particulars of a mortgage or charge



133221/13

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

THURSDAY



LD4

01/12/2011

61

COMPANIES HOUSE

1

Company details

Company number 0 4 0 0 0 4 6 0

Company name in full THE MIDSHIRES GROUP LIMITED (the "Chargor")

112 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 11 11 2011

3

Description

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

Description

Fixed and Floating Security Document (the "**Security Document**") dated 11 November 2011
between Provend Group Limited, The Midshires Group Limited, Superior Vending Services Limited,
Autobar Vending Services Limited and BNP Paribas, London Branch (the "**Security Agent**"), as
security agent for the benefit of the Secured Parties (which expression includes its successors in
title, permitted assigns and permitted transferees)

4

Amount secured

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

Amount secured

The "**Liabilities**", which are defined in the Security Document as
meaning all present and future moneys, debts and liabilities due,
owing or incurred by the Chargor or any other Obligor to any Secured
Party under or in connection with any Finance Document (in each
case, whether alone or jointly, or jointly and severally, with any other
person, whether actually or contingently and whether as principal,
surety or otherwise)

Continuation page

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

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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

Continuation page

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

Name BNP Paribas (as Security Agent for Secured Parties)

Address 10 Harewood Avenue

London

Postcode N W 1 6 A A

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.

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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 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 Linklaters LLP 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 Thomas Waller

Company name Linklaters LLP

Address One Silk Street

Post town London

County/Region London

Postcode EC2Y 8HQ

Country UK

DX 10 LONDON/CITY

Telephone 020 7356 2000



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

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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

THE MIDSHIRES GROUP LIMITED, Company Number. 04000460

Continuation page (1)

1 Fixed Charges

The Chargor, with full title guarantee and as security for the payment of all Liabilities, charges in favour of the Security Agent (as trustee for the Secured Parties)

1.1 Present Real Property: (subject to the Agreed Security Principles) by way of first legal mortgage, all Real Property in England and Wales belonging to it at the date of the Security Document, including that described in Schedule 2 (*Real Property*) to the Security Document as follows

Description of Real Property

None

1.2 Future Real Property: (subject to the Agreed Security Principles) by way of first fixed equitable charge, all other Real Property belonging to it as at the date of the Security Document and all Real Property acquired by it in the future

1.3 Other Assets: by way of first fixed charge, all its present and future

- (a) Book Debts,
- (b) Bank Accounts,
- (c) Investments (excluding Investments in any Dormant Company), including the shares described in Schedule 3 (*Investments*) to the Security Document as follows

Description of Investments

10,500 ordinary shares of £1 each in Superior Vending Services Limited (registered number 02846730) held by The Midshires Group Limited

- (d) uncalled capital and goodwill,
- (e) Intellectual Property, including the Intellectual Property described in Schedule 4 (*Intellectual Property*) to the Security Document as follows

Description of Intellectual Property

None

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THE MIDSHIRES GROUP LIMITED, Company Number: 04000460 **Continuation page (2)**

- (f) beneficial interest in any pension fund,
- (g) plant and machinery (except that mortgaged or charged by the Security described in paragraph 1 1 (*Present Real Property*) or 1 2 (*Future Real Property*)) including the plant and machinery described in Schedule 5 (*Plant and Machinery*) of the Security Document as follows

Description of Plant and Machinery

None

- (h) Insurances and all related proceeds, claims of any kind, returns of premium and other benefits

2 Assignments

- 2.1 The Chargor, with full title guarantee and as security for the payment of all Liabilities, assigns in favour of the Security Agent (as trustee for the Secured Parties) its right, title and interest in and to all Insurances and all proceeds (other than in respect of third party Insurances) in respect of Insurances and all benefits of Insurances (including all claims relating to, and all returns of premium in respect of, Insurances)

3 Floating Charge

- 3 1 **Creation:** The Chargor, with full title guarantee and as security for the payment of all Liabilities, charges in favour of the Security Agent (as trustee for the Secured Parties) by way of first floating charge its undertaking and all its assets, both present and future (including assets expressed to be charged by Security described in paragraph 1 (*Fixed Charges*) above)

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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>THE MIDSHIRES GROUP LIMITED, Company Number: 04000460 Continuation page (3)</p> <p>Note (1): In this Form, except to the extent that the context requires otherwise</p> <p>Any reference to "assets" includes present and future properties, revenues and rights of every description</p> <p>"Affiliate" has the meaning given to that term in the Facilities Agreement</p> <p>"Agent" means BNP Paribas, London Branch as agent of the other Finance Parties and any reference to "Agent" shall be construed so as to include its successors in title, permitted assigns and permitted transferees</p> <p>"Agreed Security Principles" means the principles set out in Schedule 13 (<i>Agreed Security Principles</i>) to the Facilities Agreement</p> <p>"Ancillary Document" means each document relating to or evidencing the terms of an Ancillary Facility</p> <p>"Ancillary Facility" means any ancillary facility made available by an Ancillary Lender pursuant to the terms of the Facilities Agreement</p> <p>"Ancillary Lender" means each Lender (or Affiliate of a Lender) which makes available an Ancillary Facility pursuant to the Facilities Agreement</p> <p>"Bank Accounts" of the Chargor means all current, deposit or other accounts with any bank or financial institution in which the Chargor at the date of the Security Document or in the future has an interest and (to the extent of its interest) all balances at the date of the Security Document or in the future standing to the credit of or accrued or accruing on those accounts</p> <p>"Book Debts" of the Chargor means all book and other debts of any nature, and all other rights to receive money (excluding Bank Accounts), at the date of the Security Document or in the future due, owing or payable to it and the benefit of all related negotiable instruments, rights, Security, guarantees and indemnities of any kind</p> <p>"Charged Assets" means the assets from time to time subject, or expressed to be subject, to the Charges or any part of those assets</p> <p>"Charges" means all or any of the Security created or expressed to be created by or pursuant to the Security Document</p> <p>"Closing Date" means 15 October 2010</p> <p>"Company" means Meldrew Participations B.V., a private limited liability company, incorporated under the laws of the Netherlands, having its official seat in Amsterdam, the Netherlands, registered with the commercial register under number 50483579 and having its office address at Naritaweg 165, 1043 BW Amsterdam, the Netherlands</p> <p>"Compliance Certificate" has the meaning given to that term in the Facilities Agreement</p> <p>"Delegate" means a delegate or sub-delegate appointed under Clause 16.2 (<i>Delegation</i>) of the Security Document</p>

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Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

THE MIDSHIRES GROUP LIMITED, Company Number. 04000460 **Continuation page (4)**

"Dormant Company" means

- (a) a member of the Group owned by the Chargor which does not trade (for itself or as agent for any person) and does not own, legally or beneficially, gross assets (including indebtedness owed to it) which in aggregate have a value of EUR100,000 or more or its equivalent in other currencies, and
- (b) subject to the proviso below, Autobar UK (Midlands) Ltd , Autobar UK (North) Ltd , Autobar UK (South) Ltd , Balmoral Trading Ltd , Business Beverages Ltd , Classic Vending Ltd , Springbank Industries Ltd , Vendaid Automatic Caterers (Holdings) Ltd , Green Food Vending Ltd , Autobar Limited, Sabre Vending Limited and Autobar Management Services Ltd, **provided that** such companies shall cease to be "Dormant Companies" for the purposes of the Security Document if they acquire any material assets after the Closing Date or if they begin trading

"Facilities Agreement" means the senior facilities agreement dated 7 August 2010 (as amended from time to time) between, among others, the Parent, the Company, BNP Paribas, London Branch, HSBC Bank plc, ING Bank N V and Nomura International plc as Mandated Lead Arrangers (as defined in the Facilities Agreement), the Original Lenders, the Original Guarantors (each as defined in the Facilities Agreement) and BNP Paribas, London Branch as Agent and Security Agent

Any reference to the **"Facilities Agreement"** is a reference to such agreement as amended, restated, novated, supplemental, extended or restated

"Finance Documents" means the Facilities Agreement, any Accession Deed, any Ancillary Document, any Compliance Certificate, any Fee Letter, any Hedging Agreement, the Intercreditor Agreement, any Selection Notice, any Transaction Security Document, the Syndication Strategy Letter, the Hedging Letter, the Investor Proceeds Letter, any Utilisation Request (each as defined in the Facilities Agreement) and any other document designated as a "Finance Document" by the Agent and the Parent and/or the Company, provided that, where the term "Finance Document" is used in and construed for the purposes of the Facilities Agreement or the Intercreditor Agreement, a Hedging Agreement shall be a Finance Document only for the purposes of

- (a) the definition of "Material Adverse Effect" in the Facilities Agreement,
- (b) paragraph (a) of the definition of "Permitted Transaction" in the Facilities Agreement,
- (c) the definition of "Transaction Document" in the Facilities Agreement,
- (d) the definition of "Transaction Security Document" in the Facilities Agreement,
- (e) paragraph (a)(iv) of Clause 1 2 (*Construction*) of the Facilities Agreement,

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(f) Clause 23 (*Guarantee and Indemnity*) of the Facilities Agreement, and

(g) Clause 28 1 (*Payment Default*) of the Facilities Agreement

Any reference to a "**Finance Document**" or a Transaction Document or any other agreement or instrument is a reference to that Finance Document or Transaction Document or other agreement or instrument as amended, novated, supplemented, extended or restated

"**Finance Party**" means the Agent, each Arranger (as defined in the Facilities Agreement), each Bookrunner (as defined in the Facilities Agreement), the Security Agent, a Lender, the Issuing Bank, a Hedge Counterparty or any Ancillary Lender, provided that where the term "Finance Party" is used in and construed for the purposes of the Facilities Agreement or the Intercreditor Agreement, a Hedge Counterparty shall be a Finance Party only for the purposes of

(a) the definition of "Secured Parties" in the Facilities Agreement,

(b) paragraph (a)(i) of Clause 1 2 (Construction) of the Facilities Agreement,

(c) paragraph (c) of the definition of Material Adverse Effect of the Facilities Agreement,

(d) clause 23 (*Guarantees and Indemnity*) of the Facilities Agreement, and

(e) clause 33 (*Conduct of Business by the Finance Parties*) of the Facilities Agreement

"**Fixtures**" means fixtures, fittings (including trade fixtures and fittings) and fixed plant, machinery and apparatus

"**Group**" means the Parent and each of its Subsidiaries (as defined in the Facilities Agreement) from time to time including, from the Closing Date, the Target Group

"**Hedge Counterparty**" means any person which has become a party to the Facilities Agreement as a Hedge Counterparty pursuant to the terms of the Facilities Agreement and which has also become a party to the Intercreditor Agreement as a Hedge Counterparty pursuant to the terms of the Intercreditor Agreement

"**Hedging Agreement**" has the meaning given to that term in the Facilities Agreement

"**Hedging Letter**" has the meaning given to that term in the Facilities Agreement

"**Insurances**" of the Chargor means all contracts and policies of insurance of any kind at the date of the Security Document or in the future taken out by or on behalf of it or (to the extent of its interest) in which it has an interest as at the date of the Security Document or in the future

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THE MIDSHIRES GROUP LIMITED, Company Number: 04000460 Continuation page (6)

"Intellectual Property" of the Chargor means all material trade marks, service marks, trade names, domain names, logos, get-up, patents, inventions, registered and unregistered design rights, copyrights, topography rights, database rights, rights in confidential information and know-how, and any associated or similar rights anywhere in the world, which the Chargor at the date of the Security Document or in the future owns or (to the extent of its interest) in which the Chargor at the date of the Security Document or in the future has an interest (in each case whether registered or unregistered and including any related licences and sub-licences of the same granted by it or to it, applications and rights to apply for the same) provided that this shall not extend to licenses and sub-licenses which under their terms prohibit the granting of security by the licensee or licensor

"Intercreditor Agreement" means the intercreditor agreement dated 7 August 2010, (as amended from time to time), between, among others, the Parent, the Company, the Debtors (as defined in the Intercreditor Agreement), the Security Agent, the Agent, and the Original Lenders

Any reference to the **"Intercreditor Agreement"** is a reference to such agreement as amended, novated, supplemented, extended or restated

"Investments" of the Chargor means

- (a) securities and investments of any kind (including shares, stock, debentures, units, depositary receipts, bonds, notes, commercial paper and certificates of deposit),
- (b) warrants, options or other rights to subscribe for, purchase or otherwise acquire securities and investments,
- (a) all rights relating to securities and investments which are deposited with, or registered in the name of, any depositary, custodian, nominee, clearing house or system, investment manager, chargee or other similar person or their nominee, in each case whether or not on a fungible basis (including rights against any such person), and
- (b) all other rights attaching or relating to securities or investments and all cash or other securities or investments in the future deriving from Investments or such rights,

in each case at the date of the Security Document or in the future owned by the Chargor or (to the extent of its interest) in which the Chargor at the date of the Security Document or in the future has an interest

"Issuing Bank" means BNP Paribas, London Branch and any other person who has agreed to become an issuing bank pursuant to the terms of the Facilities Agreement

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Short particulars	<p>THE MIDSHIRES GROUP LIMITED, Company Number. 04000460 Continuation page (7)</p> <p>"Lender" means</p> <ul style="list-style-type: none"> (a) any Original Lender, and (b) any bank, financial institution, trust, fund or other entity which has become a party to the Facilities Agreement as a Lender pursuant to the terms of the Facilities Agreement, <p>which in each case has not ceased to be a Lender in accordance with the terms of the Facilities Agreement</p> <p>"Obligor" means a Borrower or a Guarantor (each as defined in the Facilities Agreement)</p> <p>"Original Lenders" has the meaning given to that term in the Facilities Agreement</p> <p>"Parent" means Meldrew Investments B V, a private limited liability company, incorporated under the laws of the Netherlands, having its official seat in Amsterdam, the Netherlands, registered with the commercial register under number 50483285 and having its office address at Naritaweg 165, 1043 BW Amsterdam, the Netherlands</p> <p>Any reference to a "person" includes any individual, firm, company, corporation, government, state or agency of a state or any association, trust, joint venture, consortium or partnership (whether or not having separate legal personality)</p> <p>"Real Property" means freehold and leasehold property in England and Wales and other real property anywhere in the world (in each case including any estate or interest therein, all rights from time to time attached or relating thereto and all Fixtures from time to time therein or thereon)</p> <p>"Receiver" means a receiver and manager or other receiver appointed in respect of the Charged Assets and shall, if allowed by law, include an administrative receiver</p> <p>"Secured Parties" means each Finance Party from time to time party to the Facilities Agreement and any Receiver or Delegate</p> <p>"Security" means a mortgage, charge, pledge, lien or other security interest having a similar effect</p> <p>Any reference to "Security Agent" shall be construed so as to include its successors in title, permitted assigns and permitted transferees and any person for the time being appointed as Security Agent or Security Agents in accordance with the Finance Documents</p> <p>"Target" means Charden International B V, a company incorporated under the laws of the Netherlands</p> <p>"Target Group" means Target and any of its Subsidiaries (as defined in the Facilities Agreement) on the date of the Facilities Agreement</p>	

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Construction

Any reference to a "**Finance Document**" or any other agreement or instrument is a reference to that Finance Document or other agreement or instrument as amended, novated, supplemented, restated or replaced and includes any increase in, extension of or change to any facility made available under that Finance Document or other agreement or instrument

The other provisions in clause 1.2 (*Construction*) of the Facilities Agreement apply to the Security Document with all necessary changes, including as follows

any reference to the "**Agent**", the "**Arranger**", any "**Finance Party**", any "**Hedge Counterparty**", any "**Issuing Bank**", any "**Lender**", any "**Obligor**", any "**Party**", any "**Secured Party**", the "**Security Agent**" or any other person shall be construed so as to include its successors in title, permitted assigns and permitted transferees and, in the case of the Security Agent, any person for the time being appointed as Security Agent or Security Agents in accordance with the Finance Documents

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Short particulars	<p>THE MIDSHIRES GROUP LIMITED, Company Number. 04000460 Continuation page (9)</p> <p>Note (2). The Security Document provides that</p> <ol style="list-style-type: none"> 1. Security: The Chargor shall not create or permit to subsist any Security over any Charged Asset, nor do anything else prohibited by clause 27 15 (<i>Negative pledge</i>) of the Facilities Agreement, except as permitted by the Facilities Agreement 2. Disposal: The Chargor shall not (nor agree to) enter into a single transaction or a series of transactions (whether related or not and whether voluntary or involuntary) to sell, lease, license, sub-license, transfer or otherwise dispose of any Charged Asset except as permitted by the Facilities Agreement 3 Conversion by notice. The Security Agent may convert the floating Charge over all or any of the Charged Assets into a fixed Charge by notice to the Chargor specifying the relevant Charged Assets (either generally or specifically) <ol style="list-style-type: none"> (a) if formal proceedings have commenced to effect any expropriation, attachment, sequestration, distress or execution against any Charged Assets which would give rise to an Event of Default and the Security Agent (acting reasonably) considers it necessary to do so in order to protect or preserve the Charges over the relevant Charged Asset, or (b) if a Declared Default has occurred 4 Automatic conversion: If <ol style="list-style-type: none"> (a) the Chargor takes any step to create any Security in breach of Clause 6 1 (<i>Security</i>) of the Security Document (as set out at paragraph 1 (<i>Security</i>) of this Note (2)) over any of the Charged Assets not subject to a fixed Charge, or (b) any person takes any step to effect any expropriation, attachment, sequestration, distress or execution against any of those Charged Assets which would, upon such expropriation, attachment, sequestration, distress or execution give rise to an Event of Default (whether or not the Security Agent has served notice pursuant to paragraph (a) of Clause 5 4 (<i>Conversion by Notice</i>) of the Security Document) (as set out at paragraph 3 (<i>Conversion by Notice</i>) of this Note (2)), <p>the floating Charge over the relevant Charged Assets shall automatically and immediately be converted into a fixed Charge</p> <p>For the purposes of this Note (2)</p> <p>"Declared Default" means the giving of notice by the Agent under paragraphs (a), (b) and/or (h) of Clause 28 18 (<i>Acceleration</i>) of the Facilities Agreement</p> <p>"Event of Default" means any event or circumstance specified as such in Clause 28 (Events of Default) of the Facility Agreement</p> 	



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

**COMPANY NO. 4000460
CHARGE NO. 12**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A FIXED & FLOATING SECURITY
DOCUMENT DATED 11 NOVEMBER 2011 AND CREATED BY
THE MIDSHIRES GROUP LIMITED FOR SECURING ALL MONIES
DUE OR TO BECOME DUE FROM THE COMPANY OR ANY
OTHER OBLIGOR TO ANY SECURED PARTY 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 1 DECEMBER 2011

GIVEN AT COMPANIES HOUSE, CARDIFF THE 7 DECEMBER
2011

L.C.



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES