

MG01

Particulars of a mortgage or charge



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

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

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

TUESDAY



A38 08/11/2011 60
COMPANIES HOUSE

1 Company details

Company number 0 4 8 0 9 1 0 7
Company name in full Vertex Limited (the **Chargor**)

3 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 d3 d1 m1 m0 y2 y0 y1 y1

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 English Law Security Document dated 31 October 2011 between, among
others, the Chargor and Guggenheim Corporate Funding, LLC (the
Administrative Agent) (the **Deed**).

4 Amount secured

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

Amount secured All present and future moneys, debts and
liabilities due, owing or incurred by the Chargor
to any Secured Party or in connection with any
Secured 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) (the
Liabilities)

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 Guggenheim Corporate Funding LLC as agent and trustee for the Lenders

Address 135 East 57th Street, 6th Floor

New York

Postcode N Y 1 0 0 2 2

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 see continuation sheet

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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 Allen Kovey LLP (on behalf of the Administrative Agent) 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 Rachael Scourfield

Company name Allen & Overy LLP

Address One Bishops Square

Post town London

County/Region

Postcode E 1 6 A D

Country United Kingdom

DX

Telephone 0203088773



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	<p>1 FIXED CHARGES</p> <p>The Chargor, with full title guarantee and as security for the payment of all Liabilities, charges in favour of the Administrative Agent (as trustee for the Lenders)</p> <p>(a) by way of first fixed equitable charge, all Real Property acquired by it in the future, and</p> <p>(b) by way of first fixed charge, all its present and future</p> <p>(i) Book Debts,</p> <p>(ii) Bank Accounts (including those set out in Schedule 3 to the Facility Agreement (<i>Bank Accounts</i>),</p> <p>(iii) Investments (including the shares described in Schedule 5 to the Facility Agreement (<i>Investments</i>),</p> <p>(iv) uncalled capital and goodwill,</p> <p>(v) Intellectual Property (including the trade marks described in Schedule 4 to the Facility Agreement (<i>Trade Marks</i>),</p> <p>(vi) beneficial interests in any pension fund,</p> <p>(vii) Insurances and all related proceeds, claims of any kind, returns of premium and other benefits, and</p> <p>(viii) rights in and under the Loan Note</p> <p>2 FLOATING CHARGE</p> <p>2 1 Creation</p> <p>The Chargor, with full title guarantee and as security for the payment of all Liabilities, charges in favour of the Administrative Agent (as trustee for the Lenders) by way of first floating charge its undertaking and all its assets (other than any leasehold property and any Excluded Property), both present and future (including assets expressed to be charged by Clause 3 of the Facility Agreement (<i>Fixed charges</i>) or assigned by Clause 5 of the Facility Agreement (<i>Assignment</i>))</p> <p>2 2 Qualifying Floating Charge</p> <p>(a) The floating Charge created by the Chargor pursuant to Clause 2 1 of the Facility Agreement (<i>Creation</i>) is a "qualifying floating charge" for the purposes of paragraph 14 2(a) of Schedule B1 to the Insolvency Act</p> <p>(b) Paragraph 14 of Schedule B1 to the Insolvency Act shall apply to the Deed and the Administrative Agent may appoint an Administrator of the Chargor pursuant to that paragraph</p> <p>2 3 Ranking</p> <p>The floating Charge created by the Chargor ranks</p> <p>(a) behind all the fixed Charges created by the Chargor, but</p>	

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Short particulars

- (b) in priority to any other Security Interests over the Charged Assets of the Chargor except for Security Interests ranking in priority in accordance with paragraph (f) of Schedule 2 to the Facility Agreement (*Rights of Receivers*)

2 4 Conversion by notice

The Administrative 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 Charged Assets (either generally or specifically)

- (a) if it considers, acting reasonably, it necessary to do so in order to protect or preserve the Charges over those Charged Assets and/or the priority of those Charges, and/or
- (b) while an Enforcement Event is continuing

2 5 Automatic conversion

If

- (a) the Chargor takes any step to create any Security Interests in breach of Clause 6 1 of the Facility Agreement (*Security*) 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,

the floating Charge over the relevant Charged Assets shall automatically and immediately be converted into a fixed Charge

3 ASSIGNMENT

- (a) The Chargor, with full title guarantee, hereby assigns absolutely to the Administrative Agent (as trustee for the Lenders) all its present and future right, title and interest in and to the Assigned Contracts, including all moneys payable to that Chargor, and any claims, awards and judgments in favour of receivable or received by the Chargor, under or in connection with or pursuant to the Assigned Contracts provided that on satisfaction of Clause 23 1 of the Facility Agreement (*Final redemption*) the Administrative Agent will at the request and cost of the Chargor re-assign the relevant rights, title and interest in the Assigned Contracts to that Chargor (or as it shall direct)
- (b) Until the occurrence of a Declared Default, but subject to Clause 12 of the Facility Agreement (*Assigned Contracts*) the Chargor may continue to deal with the counterparty to the relevant Assigned Contracts

4 RESTRICTIONS AND FURTHER ASSURANCE

4 1 Security

The Chargor shall not create or permit to subsist any Security Interests over any Charged Asset, nor do anything else prohibited by Clause 8 13 (*Negative pledge*) of the Facility Agreement, except as permitted by that Clause

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4.2 Disposal

The Chargor shall not (nor shall the Chargor 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 Clause 8.14 (*Disposals*) of the Facility Agreement

In this Form MG01

Administrator means an administrator appointed under Schedule B1 to the Insolvency Act 1986

Assigned Contracts means the contracts and documents listed in Schedule 6 (*Assigned Contracts*) to the Deed

Australian Deed of Charge and Share Mortgage means the Australian deed of charge and share mortgage executed and delivered on the Closing Date by each Loan Party incorporated in Australia and Vertex Data Science Limited in favour of the Administrative Agent

BACS Counterparty means a Member of the Group which has entered into the BACS Facility

BACS Documents means the documents entered into between a BACS Counterparty and a BACS Provider in respect of a BACS Facility

BACS Facility means a Bankers Automated Clearing Services facility made available by a BACS Provider to a BACS Counterparty on terms to which Administrative Agent (acting reasonably) has given its prior consent

BACS Provider means a financial institution providing a BACS Facility, as consented to by Borrowers and Administrative Agent (acting reasonably)

Bank Accounts of the Chargor means all current, deposit or other accounts with any bank or financial institution in which it now or in the future has an interest and (to the extent of its interest) all balances now or in the future standing to the credit of or accrued or accruing on those accounts, but excluding any Excluded Property

Book Debts of the Chargor means all book and other debts of any nature, and all other rights to receive money (excluding Bank Accounts), now or in the future due, owing or payable to it and the benefit of all related negotiable instruments, rights, Security Interests, guarantees and indemnities of any kind

Borrower means, collectively, Term Loan Borrower and Revolving Loan Borrower

Canadian Guarantee means the Canadian form of guarantee executed and delivered by Borrowers and each Canadian Guarantor on the Closing Date

Canadian Guarantor means a Guarantor incorporated or established in Canada

Canadian Loan Parties means a Loan Party incorporated or established in Canada

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Canadian Pledge and Security Agreement means the pledge and security agreement executed and delivered by each of the Borrowers and the other Canadian Loan Parties on the Closing Date in favour of the Administrative Agent

Charge means all or any of the Security Interests created or expressed to be created by or pursuant to the Deed

Charged Assets means the assets from time to time subject, or expressed to be subject, to the Charges or any part of those assets, but excluding any Excluded Property

Closing Date means the date on which the initial Loans are made

Collateral Documents means the New York Security Agreement, the New York Pledge Agreement, the Canadian Pledge and Security Agreement, the English Debenture, the English Security Agreement, the Australian Deed of Charge and Share Mortgage, the Control Agreements, any Mortgage and all other instruments or documents delivered by any Loan Party pursuant to the Facility Agreement or any of the other Loan Documents in order to grant to the Administrative Agent, on behalf of the Lenders, a Lien on any real, personal or mixed property of that Loan Party as security for the Obligations, including in accordance with subsection 8.21 of the Facility Agreement, in each such case in form and substance satisfactory to the Administrative Agent

Control Agreements means an agreement, satisfactory in form and substance to Administrative Agent and executed by the financial institution or securities intermediary at which a Deposit Account or a Securities Account, as the case may be, is maintained, pursuant to which such financial institution or securities intermediary confirms and acknowledges Administrative Agent's security interest in such account, and agrees that the financial institution or securities intermediary, as the case may be, will comply with instructions originated by Administrative Agent as to disposition of funds or securities in such account, without further consent by Borrowers or any other Loan Party

Declared Default means an Event of Default which has resulted in the Administrative Agent issuing a notice to the Borrowers under Clause 9.20 (Acceleration) of the Facility Agreement

Deposit Account means a demand, time, savings, passbook or similar account maintained with a Person engaged in the business of banking, including a savings bank, savings and loan association, credit union or trust company

Enforcement Event means the occurrence of a Declared Default

English Debenture means the debenture executed and delivered on the Closing Date by each English Loan Party in favour of the Administrative Agent

English Loan Party means a Loan Party incorporated or established in England and Wales

English Security Agreement means the security agreement executed and delivered on the Closing Date by VTX Subco Limited in favour of the Administrative Agent consisting of a share charge on the shares of the Parent held by VTX Subco Limited

Event of Default means each of the events set forth in Section 9 of the Facility Agreement

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Excluded Property means

- (a) the bank account held by Jessop Fund Managers Limited with Lloyds TSB Bank plc with account number 00101309 and sort code 30-00-02,
- (b) the bank account held by Jessop Fund Managers Limited with Lloyds TSB Bank plc with account number 00102305 and sort code 30-00-02,
- (c) the bank account held by Jessop Fund Managers Limited with Lloyds TSB Bank plc with account number 001033234 and sort code 30-00-02, and
- (d) the bank account held by Jessop Fund Managers Limited with Lloyds TSB Bank plc with account number 001028788 and sort code 30-00-02

Facility Agreement means the facility agreement dated 31 March 2011 and made between, amongst others, the Parent and the Administrative Agent (as amended, redated, supplemented, extended, restated (however fundamentally and whether or not more onerous) or replaced and includes any change in the purpose of, any extension of or any increase in any facility or the addition of any new facility under the Facility Agreement or other agreement or instrument)

Fee Letter means (i) the fee letter dated on or about the date hereof between the Borrowers and Administrative Agent, and (ii) any other fee letters agreed from time to time between the Borrowers and the Lenders

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

Government Authority means the government of the United States or Canada or any other nation, or any state, provincial, territorial, regional or local political subdivision or department thereof, and any other governmental or regulatory agency, authority, body, commission, central bank, board, bureau, minister, commission, tribunal, organ, court, instrumentality or other entity exercising executive, legislative, judicial, taxing, regulatory or administrative powers or functions of or pertaining to government, in each case whether federal, state, provincial, territorial, local or foreign (including supra national bodies such as the European Union or the European Central Bank)

Guaranty means collectively the US Guaranty and the Canadian Guarantee (as defined in the Facility Agreement)

Insurances of the Chargor means all contracts and policies of insurance of any kind now or in the future taken out by or on behalf of it or (to the extent of its interest) in which it now or in the future has an interest

Intellectual Property of the Chargor means all 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 it now or in the future owns or (to the extent of its interest) in which it now or in the future has an interest (in each case whether registered or unregistered

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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)

Intercreditor Agreement means the intercreditor agreement entered into on 27 April 2011 between, amongst others, the Administrative Agent and the Parent

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,
- (c) 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
- (d) 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 now or in the future owned by it or (to the extent of its interest) in which it now or in the future has an interest

Joint Venture means any joint venture entity, whether a company, unincorporated firm, undertaking, joint venture, association, partnership or any other entity

Lender means the Persons identified as **Lenders** and listed on the signature pages of the Facility Agreement, together with their successors and permitted assigns pursuant to subsection 11.1 of the Facility Agreement

Lien means any lien, mortgage, hypothec, pledge, assignment, security interest, charge or encumbrance of any kind (including any conditional sale or other title retention agreement, any lease in the nature thereof, and any agreement to give any security interest) and any option, trust or other preferential arrangement having the practical effect of any of the foregoing

Loan or Loans means one or more of the Loans made by the Lenders to the Borrowers pursuant to the terms of the Facility Agreement

Loan Documents means the Facility Agreement, the Notes, the Guaranty, the Intercreditor Agreement, the Fee Letter and the Collateral Documents

Loan Note means the loan note issued by Avelo FS Holdings Limited of 1 Kingmaker Court Warwick Technology Park, Gallows Hill, Warwick, Warwickshire CV34 6DY to Vertex Data Science Limited on 25 August 2009 with an aggregate principal amount of £39,778,690 on the date of its issuance and a coupon of 10% per annum (including cash pay coupon of 5% per annum), in favour of Vertex Data Science Limited

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Short particulars	<p>Loan Party means each Borrower, any other Member of the Group or VTX Subco Limited, who from time to time execute a Loan Document, and "Loan Parties" means all such Persons, collectively</p> <p>Member of the Group means any direct or indirect Subsidiary of Parent and in the case of any partnership shall also mean the general partner of such partnership in its capacity as general partner for and on behalf of such partnership</p> <p>Mortgage means a security instrument (whether designated as a deed of trust or a mortgage or by any similar title) executed and delivered by any Loan Party pursuant to subsection 8.21 of the Facility Agreement, in form and substance satisfactory to Administrative Agent</p> <p>New York Pledge Agreement means the pledge agreement executed and delivered on the Closing Date by each Loan Party organized in the United States in favour of the Administrative Agent</p> <p>New York Security Agreement means the Security Agreement executed and delivered on the Closing Date by each Loan Party organized in the United States in favour of the Administrative Agent</p> <p>Notes means one or more of the Term Notes or Revolving Notes or any combination thereof</p> <p>Obligations means all obligations of every nature of each Loan Party from time to time owed to Administrative Agent, Lenders or any of them under the Loan Documents whether for principal, interest, fees, expenses, indemnification or otherwise</p> <p>Original Guarantor means each Member of the Group who is a party to the Guaranty executed and delivered on the Closing Date</p> <p>Parent means the Vertex Group Limited</p> <p>Person means and includes natural persons, corporations, limited partnerships, general partnerships, limited liability companies, limited liability partnerships, joint stock companies, Joint Ventures, associations, companies, trusts, banks, trust companies, land trusts, business trusts or other organizations, whether or not legal entities, and Government Authorities</p> <p>Real Property means any freehold property in England and Wales with a market value of US\$2,000,000 or greater and any other freehold real property anywhere in the world with a market value of US\$2,000,000 or greater (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) For the avoidance of doubt, this will not include any leasehold property</p> <p>Revolving Lender means a Lender that has a Revolving Loan Commitment and/or has an outstanding Revolving Loan</p> <p>Revolving Loans means the Loans made by the Revolving Lenders to the Revolving Loan Borrower pursuant to subsection 2.1A(i) of the Facility Agreement</p> <p>Revolving Loan Borrower means the Parent</p>	

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Revolving Loan Commitment means the commitment of a Revolving Lender to make Revolving Loans to the Revolving Loan Borrower pursuant to subsection 2 1A(i) of the Facility Agreement, and Revolving Loan Commitments means such commitments of all Revolving Lenders in the aggregate

Revolving Notes means any promissory notes of Revolving Loan Borrower issued pursuant to subsection 2 1E of the Facility Agreement to evidence the Revolving Loans of any Revolving Lenders substantially in the form of exhibit IV annexed to the Facility Agreement

Secured Documents means the Loan Documents and the BACS Documents

Secured Party means the Administrative Agent, the Lenders, and a BACS Provider up to an amount in aggregate not exceeding £5,000,000 (or its equivalent in other currency or currencies)

Securities Account means an account to which a financial asset is or may be credited in accordance with an agreement under which the Person maintaining the account undertakes to treat the Person for whom the account is maintained as entitled to exercise the rights that comprise the financial asset

Security Interest means any mortgage, pledge, lien, charge, assignment, hypothecation or security interest or any other agreement or arrangement having a similar effect

Subsidiary means, in relation to any company, corporation or other legal entity (a "holding company"), a company, corporation or other legal entity (i) which is controlled, directly or indirectly, by the holding company (ii) more than half the issued share capital of which is beneficially owned, directly or indirectly, by the holding company, or (iii) which is a subsidiary of another Subsidiary of the holding company, (iv) and, for this purpose, a company or corporation shall be treated as being controlled by another if that other company or corporation is able to determine the composition of the majority of its board of directors or equivalent body

Term Loan means the Loan made by Lenders to the Term Loan Borrower pursuant to subsection 2 1A(i) of the Facility Agreement

Term Loan Borrower means Vertex Canada Holdings II Ltd

Term Notes means any promissory notes of the Term Loan Borrower issued pursuant to subsection 2 1E of the Facility Agreement to evidence the Term Loan of any Lenders, substantially in the form of exhibit III annexed to the Facility Agreement

US Guaranty means the guaranty agreement executed and delivered by each Original Guarantor on the Closing Date



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY NO. 4809107
CHARGE NO. 3

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT AN ENGLISH LAW SECURITY
DOCUMENT DATED 31 OCTOBER 2011 AND CREATED BY
VERTEX LIMITED FOR SECURING ALL MONIES DUE OR TO
BECOME DUE FROM THE COMPANY 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 8 NOVEMBER
2011

GIVEN AT COMPANIES HOUSE, CARDIFF THE 11 NOVEMBER
2011

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Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES