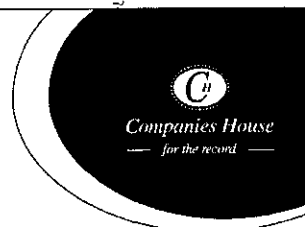


MG01

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

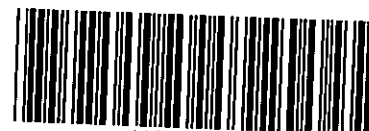
☒ **What this form is for**

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

WEDNESDAY



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A25

31/08/2011

327

COMPANIES HOUSE

1 Company details

Company number 0 6 1 2 7 2 6 0

Company name in full UNITED SPIRITS (GREAT BRITAIN) LIMITED (the "Chargor")

→ Filing 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 d 1 d 8 m 0 m 8 y 2 y 0 y 1 y 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 Share Pledge between the Chargor and the Security Agent (as defined below) (the "Charge")

4 Amount secured

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

Amount secured

Secured Liabilities means all present and future obligations and
liabilities (whether actual or contingent and whether owed jointly or
severally or in any other capacity whatsoever) of each Obligor to any
Senior Creditor under any Senior Finance Document, except for any
obligation which, if it were so included, would result in the Charge
contravening any law (including section 678 or section 679 of the
Companies Act 2006) (the "Secured Liabilities")

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

Name

Please see continuation page headed 'Short particulars of all the

Address

property charged' 10/F York House, The Landmark,

15 Queen's Road Central, Hong Kong

Postcode

Name

Address

Postcode

Continuation page

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

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 continuation page entitled "Short particulars of all the property mortgaged or charged"

Capitalised terms appearing in this Form MG01 and continuation pages shall have the meaning ascribed thereto under the heading DEFINITIONS on the continuation page entitled "Short particulars of all the property mortgaged or charged"

MG01

Particulars of a mortgage or charge

7	Particulars as to commission, allowance or discount (if any)
	<p>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</p> <ul style="list-style-type: none"> - subscribing or agreeing to subscribe, whether absolutely or conditionally, or - procuring or agreeing to procure subscriptions, whether absolute or conditional, <p>for any debentures included in this return. The rate of interest payable under the terms of the debentures should not be entered</p>

Commission allowance or discount

Nil

8	Delivery of instrument
	<p>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).</p> <p>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).</p>

9	Signature
	<p>Please sign the form here</p>
Signature	<p>Signature</p> <p>X <i>for fowler, member on behalf of BRIDGEMAN</i> X</p>
	<p>This form must be signed by a person with an interest in the registration of the charge</p>

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 **BS MXM RAB6 1**

Company name **Brodies LLP**

Address **15 Atholl Crescent**

Post town **Edinburgh**

County/Region

Postcode **E H 3 8 H A**

Country **United Kingdom**

DX **DX ED10**

Telephone **0131 228 3777**



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 NR 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	
	Please give the short particulars of the property mortgaged or charged	
Short particulars	<p>MORTGAGEE OR PERSON ENTITLED TO THE CHARGE</p> <p>Coöperatieve Centrale Raiffeisen – Boerenleenbank B A (trading as Rabobank International), Hong Kong Branch as agent and trustee for the other Finance Parties (the "Security Agent")</p> <p>1 CREATION OF SECURITY</p> <p>1 1 General</p> <p>(a) All the security created under the Charge</p> <p>(i) is created in favour of the Security Agent,</p> <p>(ii) is security for the payment, discharge and performance of all the Secured Liabilities, and</p> <p>(iii) is made with absolute warrandice</p> <p>(b) The Security Agent holds the benefit of the Charge on trust for the Senior Creditors</p> <p>1 2 Shares</p> <p>The Chargor pledged and assigned to the Security Agent its whole right, title, interest and benefit in and to</p> <p>(a) all the Shares, and</p> <p>(b) all Related Rights</p> <p>1 3 Acknowledgement</p> <p>The Security Agent acknowledged in the Charge that, notwithstanding any transfer or delivery to it or its nominee ex facie absolutely of the Security Assets and any registration of the Security Assets in the name of the Security Agent or any person holding to the order of the Security Agent or the custody thereof by the Security Agent or any such person, the Security Assets are and shall truly be held by it as security for the payment and discharge of the Secured Liabilities on the terms and conditions of the Charge</p> <p>1 4 Further assurance</p> <p>The Chargor undertook in the Charge that forthwith upon the issue by the Subject Company of any further shares that it shall execute and deliver a further share pledge in a form and substance substantially similar to the Charge, together with signed and (if applicable) stamped stock transfer forms and share certificates, to the Security Agent</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	<p>2 RESTRICTIONS ON DEALINGS</p> <p>The Chargor must not</p> <p>(a) create or allow to exist any Security Interest on any of the Security Assets, or</p> <p>(b) either in a single transaction or in a series of transactions and whether related or not and whether voluntarily or involuntarily dispose of all or any part of its assets</p> <p>except as expressly allowed under or pursuant to the Finance Documents</p> <p>3 SHARES</p> <p>3 1 Perfection</p> <p>(a) The Chargor shall immediately on its execution of the Charge deliver to the Security Agent</p> <p>(i) a signed stock transfer form in respect of the Shares in favour of the Security Agent or, at the Security Agent's direction, its nominee,</p> <p>(ii) all share certificates and other documents of title in respect of the Shares,</p> <p>(iii) any other document requested by the Security Agent in respect of the Shares</p> <p>(b) The Chargor shall forthwith procure that the Security Agent or, at the Security Agent's direction, its nominee shall be registered in the register of members of each Subject Company as the holder of the Shares and that a certified copy of the register of members of each Subject Company is delivered to the Security Agent within five Business Days of the date of execution of the Charge by the Chargor</p> <p>(c) The Chargor shall also procure that a share certificate in respect of the Shares in the name of the Security Agent or its nominee is delivered to the Security Agent within five Business Days of the date of execution of the Charge by the Chargor</p> <p>3 2 Changes to rights</p> <p>The Chargor must not (except to the extent permitted by any Finance Document) take or allow the taking of any action on its behalf which may result in the rights attaching to any Security Assets being altered or further shares in the Subject Company being issued</p> <p>3 3 Calls</p> <p>(a) The Chargor must pay all calls and other payments due and payable in respect of any of the Security Assets</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

(b) If the Chargor fails to do so, the Security Agent may pay any such calls or other payments on behalf of the Chargor. The Chargor must immediately on request reimburse the Security Agent for any payment made by the Security Agent under this paragraph 3.3 and, pending reimbursement, that payment will constitute part of the Secured Liabilities.

3.4 Other obligations in respect of Security Assets

(a) The Chargor must comply with all requests for information which is within its knowledge and which it is required to comply with under any law or regulation or by any listing or other authority or any similar provision contained in any articles of association or other constitutional document relating to any Security Assets. If it fails to do so, the Security Agent may elect to provide such information as it may have on behalf of the Chargor.

(b) The Chargor must promptly supply to the Security Agent a copy of any information referred to in sub-paragraph (a) above.

(c) The Chargor must comply with all other conditions and obligations assumed by it in respect of any Security Assets.

(d) No Senior Creditor is obliged to

(i) perform or fulfil any obligation of the Chargor,

(ii) make any payment,

(iii) make any enquiry as to the nature or sufficiency of any payment received by it or the Chargor, or

(iv) present or file any claim or take any other action to collect or enforce the payment of any amount,

in respect of any Security Assets.

3.5 Voting rights

(a) Before the Security becomes enforceable, the Chargor may continue to exercise the voting rights, powers and other rights in respect of the Security Assets.

(b) Before the Security becomes enforceable, if any Security Assets have been registered in the name of the Security Agent or its nominee, the Security Agent (or its nominee) must exercise the voting rights, powers and other rights in respect of the Security Assets in the manner in which the Chargor may direct in writing save to the extent such exercise prejudices the value or effectiveness of the security created by or pursuant to the Charge. The Security Agent (or that nominee) will execute any form of proxy or other document which the Chargor may reasonably require for this purpose.

MG01 - continuation page

Particulars of a mortgage or charge

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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

- (c) Before the Security becomes enforceable, all dividends or other income or distributions paid or payable in relation to any Security Assets must be paid to the Chargor. To achieve this
- (i) the Security Agent or its nominee must promptly execute any dividend mandate or nomination necessary to ensure that payment is made direct to the Chargor, or
- (ii) if payment is made directly to the Security Agent (or its nominee) before the Security becomes enforceable, the Security Agent (or that nominee) must promptly pay that amount to the Chargor
- (d) Before the Security becomes enforceable, the Security Agent shall use its reasonable endeavours to forward promptly to the Chargor all material notices, correspondence and/or other communication it receives in relation to the Security Assets
- (e) After the Security has become enforceable, the Security Agent or its nominee may exercise or refrain from exercising
- (i) any voting rights, and
- (ii) any other powers or rights which may be exercised by the owner of any Security Assets, any person who is the holder of any Security Assets or otherwise,
- in each case, in the name of the Chargor, the registered holder or otherwise and without any further consent or authority on the part of the Chargor and irrespective of any direction given by the Chargor
- (f) If any Security Asset remains registered in the name of the Chargor, the Chargor irrevocably appoints the Security Agent or its nominee as its proxy to exercise all voting rights in respect of those Security Assets at any time after the Security has become enforceable
- (g) The Chargor must indemnify the Security Agent against any loss or liability incurred by the Security Agent as a consequence of the Security Agent acting in respect of the Security Assets at the direction of the Chargor
- 4 WHEN SECURITY BECOMES ENFORCEABLE
- 4.1 Event of Default
- The Security will become immediately enforceable if an Event of Default is outstanding and the Security Agent gives notice to the Chargor that the Security is enforceable
- 4.2 Discretion
- After the Security has become enforceable, the Security Agent may in its absolute discretion enforce the Security in any manner it sees fit or as the Majority Senior Creditors direct

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Particulars of a mortgage or charge

6	Short particulars of all the property mortgaged or charged	
	Please give the short particulars of the property mortgaged or charged	
Short particulars	<p>5 PRESERVATION OF SECURITY</p> <p>5 1 Continuing security</p> <p>The Security is a continuing security and will extend to the ultimate balance of the Secured Liabilities, regardless of any intermediate payment or discharge in whole or in part</p> <p>5 2 Additional security</p> <p>(a) The Charge is in addition to and is not in any way prejudiced by any other security now or subsequently held by any Senior Creditor</p> <p>(b) No prior security held by any Senior Creditor (in its capacity as such or otherwise) over any Security Asset will merge into the Security</p> <p>6 RELEASE</p> <p>At the end of the Security Period, the Security Agent must, at the request and cost of the Chargor, take whatever action is reasonably necessary to release the Security Assets from the Security</p> <p>DEFINITIONS</p> <p>In this Form MG01 and continuation pages the following words shall have the following meanings</p> <p>"Accession Agreement" means an agreement, substantially in the form set out in Schedule 8 (Form of Accession Agreement) of the Facility Agreement, with such amendments as the Facility Agent and the Borrower may agree</p> <p>"Additional Guarantor" means a member of the Group which becomes a Guarantor in accordance with Clause 28 7 (Additional Guarantors) of the Facility Agreement</p> <p>"Administrative Party" means an Arranger, the Facility Agent or the Security Agent</p> <p>"Arrangers" means Cooperatieve Centrale Raiffeisen – Boerenleenbank B A (trading as Rabobank International), Hong Kong Branch, Standard Chartered Bank, State Bank of India and ICICI Bank Limited, Singapore Branch as mandated lead arrangers</p> <p>"Borrower" means USL Holdings (UK) Limited (registered number 06127302)</p> <p>"Business Days" has the meaning ascribed thereto in the Facility Agreement</p> <p>"Event of Default" means an event specified as such in clause 21 (Default) of the Facility Agreement</p>	

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Particulars of a mortgage or charge

6	Short particulars of all the property mortgaged or charged	
	Please give the short particulars of the property mortgaged or charged	
Short particulars	<p>"Existing Facility Agreement" means the £355,000,000 credit facility agreement dated 28 September 2007 between, among others, United Spirits (Great Britain) Limited, Whyte and Mackay Group Limited, ICICI Bank UK Plc, Bank of Scotland Plc, ICICI Bank Canada, ICICI Bank, Singapore Branch and ICICI Bank Eurasia</p> <p>"Existing Hedging Agreement" means any master agreement, confirmation, schedule or other agreement, entered into by the Existing Hedging Banks with United Spirits (Great Britain) Limited or Whyte and Mackay Group Limited for hedging liabilities and/or risks in connection with the Existing Facility Agreement</p> <p>"Existing Hedging Bank" means a counterparty to any Existing Hedging Agreement which is or has become a party to the Intercreditor Agreement as an "Existing Hedging Bank" in accordance with the provisions of the Intercreditor Agreement</p> <p>"Facilities" means a credit facility made available under the Facility Agreement</p> <p>"Facility Agent" means Cooperatieve Centrale Raiffeisen – Boerenleenbank B A (trading as Rabobank International), Hong Kong Branch</p> <p>"Facility Agreement" means the £370,000,000 facilities agreement dated 25 July 2011 between, among others, the Original Obligors, the Original Lenders, the Facility Agent and the Security Agent</p> <p>"Fee Letter" means</p> <p>(a) any letter or letters dated on or about the date of the Facility Agreement between one or more Administrative Parties and the Borrower setting out any of the fees referred to in the Facility Agreement, and</p> <p>(b) any agreement setting out any fees payable to a Finance Party referred to in the Facility Agreement or under any Finance Document</p> <p>"Finance Document" means</p> <p>(a) the Facility Agreement,</p> <p>(b) the Mandate Letter,</p> <p>(c) the Intercreditor Agreement,</p> <p>(d) the Indian Security Trust Agreement,</p> <p>(e) any Security Document,</p> <p>(f) any Fee Letter,</p>	

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Particulars of a mortgage or charge

6	Short particulars of all the property mortgaged or charged	
	Please give the short particulars of the property mortgaged or charged	
Short particulars	<p>(g) any Accession Agreement,</p> <p>(h) and Existing Hedging Agreement,</p> <p>(i) any New Hedging Agreement, or</p> <p>(j) any other document designated as a "Finance Document" by the Facility Agent and the Borrower</p> <p>"Finance Party" means a Lender, an Administrative Party, the Indian Security Trustee, an Existing Hedging Bank or a New Hedging Bank</p> <p>"Group" means USL and its Subsidiaries</p> <p>"Guarantor" means an Original Guarantor or an Additional Guarantor</p> <p>"Indian Security Trust Agreement" means an agreement entered into or to be entered into between, among others, the Borrower, USL, the Finance Parties and the Indian Security Trustee in relation to the appointment of the Indian Security Trustee</p> <p>"Indian Security Trustee" means Unit Trust of India Investment Advisory Services Limited</p> <p>"Intercreditor Agreement" means</p> <p>(a) the intercreditor agreement dated on 28 July 2011, and made between, among others, the Original Obligors, the Original Lenders, the Security Agent, the Facility Agent and the Existing Hedging Banks, and</p> <p>(b) any intercreditor agreement or (as applicable) ranking agreement to be entered into by the trustee of the W&M Pensions Scheme in accordance with clause 20 24 (Pension schemes) of the Facility Agreement</p> <p>"Lender" means</p> <p>(a) any Original Lender, and</p> <p>(b) any bank, financial institution, trust, fund or other entity which has become a party as a Lender in accordance with Clause 28 (changes to the Parties) of the Facility Agreement,</p> <p>which in each case has not ceased to be a Lender in accordance with the terms of the Facility Agreement</p> <p>"Majority Senior Creditors" has the meaning given to it in the Intercreditor Agreement</p> <p>"Mandate Letter" means the mandate letter dated 10 March 2011 as amended and restated by a supplemental mandate letter dated 8 April 2011 between, among others, the Arrangers and the Borrower</p>	

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Particulars of a mortgage or charge

6

Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

"New Hedging Agreement" means any master agreement, confirmation, schedule or other agreement entered into or to be entered into by a New Hedging Bank with an Obligor for hedging liabilities and/or risks in connection with the Facilities

"New Hedging Bank" means any person which is or has become, a party to the Intercreditor Agreement as a "New Hedging Bank" in accordance with the provisions of the Intercreditor Agreement

"Obligor" means the Borrower, a Guarantor or any member of the Group that creates or expresses to create security under any Security Document

"Original Guarantor" means each of the entities listed in Schedule 1 of the Facility Agreement

"Original Lender" means each of the entities listed in Schedule 1 of the Facility Agreement

"Original Obligor" means the Borrower, an Original Guarantor or USL Holdings

"Related Rights" means

(a) any dividend, interest or other distribution paid or payable in relation to any Shares, and

(b) any right, money or property accruing or offered at any time in relation to any Shares by way of redemption, substitution, exchange, bonus or preference, under option rights or otherwise, and

(c) any sale proceeds thereof

"Security" means any Security Interest created, evidenced or conferred by or under the Charge

"Security Assets" means all assets of the Chargor the subject of any security created by the Charge

"Security Document" means

(a) each document referred to under the heading "Security Documents" in Schedule 3 (Conditions Subsequent) of the Facility Agreement,

(b) each Supplemental Stock Pledge Agreement, and

(c) any other document evidencing or creating security to secure any obligation of any Obligor to a Finance Party under the Finance Documents

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

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Particulars of a mortgage or charge

6	Short particulars of all the property mortgaged or charged	
	Please give the short particulars of the property mortgaged or charged	
Short particulars	<p>"Security Period" means the period beginning on the date of the Charge and ending on the Senior Debt Discharge Date</p> <p>"Senior Creditor" has the meaning given to it in the Intercreditor Agreement</p> <p>"Senior Debt Discharge Date" has the meaning given to it in the Intercreditor Agreement</p> <p>"Senior Finance Document" means a Finance Document as defined in the Facility Agreement</p> <p>"Shares" means the shares specified in the schedule to the Charge being 4,600,349,728 Ordinary shares of £0.01 each in Whyte and Mackay Group Limited (SC221954), and</p> <p>"Stock Pledge Agreement" means the stock pledge agreement entered into or to be entered into among Whyte and Mackay Limited, Whyte and Mackay Warehousing Limited and the Security Agent</p> <p>"Subject Company" means the company or companies listed in the Schedule to the Charge being -</p> <p>Whyte and Mackay Group Limited, company number SC221954 having its registered office at Dalmore House, 310 St Vincent Street, Glasgow G2 5RG</p> <p>"Subsidiary" means an entity of which a person has direct or indirect control or owns directly or indirectly more than 50 per cent of the voting capital or similar right of ownership, and control for this purpose means the power to direct the management and the policies of the entity whether through the ownership of voting capital, by contract or otherwise</p> <p>"Supplemental Stock Pledge Agreement" shall have the meaning given to it in the Stock Pledge Agreement</p> <p>"USL" means United Spirits Limited, a company incorporated under the laws of India with company number L01551KA1999PLC024991 and having its registered office at UB Tower, 24 Vittal Mallya Road, UB City, Bangalore- 560 001, Karnataka, India</p> <p>"USL Holdings" means USL Holdings Limited, a BVI Business Company incorporated under the laws of the British Virgin Islands (registered number 1385373)</p> <p>"W&M Pensions Scheme" means the Whyte and Mackay Pensions Scheme</p> <p>Any capitalised term appearing in this Form MG01 and continuation pages and not defined shall have the meaning given to it in the Charge, the Facility Agreement or the Intercreditor Agreement (as applicable)</p>	



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

**COMPANY NO. 6127260
CHARGE NO. 11**

**THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A SHARE PLEDGE DATED 18
AUGUST 2011 AND CREATED BY UNITED SPIRITS (GREAT
BRITAIN) LIMITED FOR SECURING ALL MONIES DUE OR TO
BECOME DUE FROM EACH OBLIGOR TO ANY SENIOR
CREDITOR 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
31 AUGUST 2011**

**GIVEN AT COMPANIES HOUSE, CARDIFF THE 1 SEPTEMBER
2011**

DX



Companies House
— for the record —



**THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES**