

MG01

Particulars of a mortgage or charge

013010/V/E13



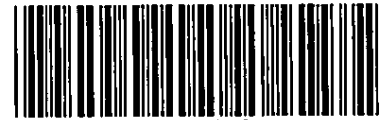
A fee is payable with this form.

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



LD4

LYV63ENO

03/11/2009

103

COMPANIES HOUSE

1 Company details

Company number 0 6 2 9 5 3 5 9

Company name in full Ha Ha Bar and Grill Limited

20 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 2 6 1 0 2 0 0 9

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 A supplemental legal charge (the "Charge") dated 26 October 2009, between Ha Ha Bar and Grill Limited (the "Chargor") and Commerzbank AG Filiale Luxemburg (the successor "Security Trustee"). The charge is supplemental to a debenture (the "Debenture") dated 27 March 2008 between, inter alios, Kaupthing Bank hf. (as the original Security Trustee), Plato Company 3 Limited (as the "Parent") and Laurel Restaurant Company Limited (now Bay Restaurant Holdings Limited) (as the "LRC Borrower") along with its subsidiaries (as the "Original Guarantors").

4 Amount secured

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

Amount secured

1. All present and future obligations and liabilities of the Parent and of each Obligor and of La Tasca, Inc (whether actual or contingent and whether owed jointly or severally or in any other capacity whatever) which are, or are expressed to be, or may become, due, owing or payable to the Security Trustee (whether for its own account or as agent or trustee for the Secured Parties) or to any of the other Secured Parties under or in connection with any of the Finance Documents, together with all costs, charges and expenses incurred by the Security Trustee or any other Finance Party which are, or are expressed to be, or may become due, owing or payable by the Parent or any Obligor or La Tasca, Inc under or in connection with any Finance Document, except for any obligations or liabilities which, if they did constitute part of the Secured Liabilities, would result in this Charge (or any part thereof) contravening section 151 of the Companies Act 1985 (the "Secured Liabilities");

2. All obligations and liabilities of each Obligor and of La Tasca, Inc which are due, owing or payable to an Indemnified Kroll Party in respect of a Tax Indemnity together with all costs, charges and expenses incurred by the Security Trustee which are, or are expressed to be, or may become due, owing or payable by any Obligor or La Tasca, Inc under or in connection with such Tax Indemnity, subject to an aggregate cap of £20,000,000 at any time. (the "Indemnity Secured 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 Commerzbank AG Filiale Luxemburg

Address c/o 30 Gresham Street

London

Postcode E C 2 V 7 P G

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

Clause 2 of the Charge.

Security

The Chargor with full title guarantee and as security for the payment of the Secured Liabilities and (until the Indemnity Discharge Date), the Indemnity Secured Liabilities charges in favour of the Security Trustee :-

(A) by way of first legal mortgage the Property and;

(B) by way of first fixed equitable charge, all of the Property not effectively charged by clause 2(A) above.

(Please see the continuation sheets for definitions of capitalised terms)

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Particulars as to commission, allowance or discount (if any)

Please insert the amount or rate percent of any commission, allowance or discount paid or made either directly or indirectly by the company to any person on consideration of his:

- subscribing or agreeing to subscribe, whether absolutely or conditionally, or
- procuring or agreeing to procure subscriptions, whether absolute or conditional,

for any debentures included in this return. The rate of interest payable under the terms of the debentures should not be entered.

Commission allowance or discount

N/A

8

Delivery of instrument

You must deliver the original instrument (if any) creating or evidencing the charge and these prescribed particulars to the Registrar of Companies within 21 days after the date of creation of the charge (section 860). If the property is situated and the charge was created outside the United Kingdom (UK), you must deliver the information to the Registrar within 21 days after the date on which the instrument could have been received in the UK in the normal course of post and assuming you had posted it promptly (section 866).

We will accept a verified copy of the instrument creating the charge where the property charged is situated and the charge was created outside the UK (section 870). The company or the person who has delivered the copy to the Registrar must verify it to be a correct copy and sign it. Where a body corporate gives the verification, an officer of that body must sign it. We will also accept a verified copy where section 867(2) applies (property situated in another part of UK).

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Signature

Please sign the form here.

Signature

Signature

X SLAUGHTER AND MAY

X

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

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PLEASE RETURN VIA
CH LONDON COUNTER**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 **Adeola Adeyemi (SNLH/ATA)**Company name
Slaughter and MayAddress **One Bunhill Row****London**

Post town

County/Region

Postcode **E C 1 Y 8 Y Y**Country **England**

DX

Telephone **0207 090 4530****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,
First Floor, Waterfront Plaza, 8 Laganbank Road,
Belfast, Northern Ireland, BT1 3BS.
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

6 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged.

Short particulars

"Accession Letter" means a document substantially in the form set out in Schedule 6 (*Form of Accession Letter*) of the Facility Agreement.

"Administrators" means Simon Appell, Alastair Beveridge and James Gleave each of Kroll Limited, 10 Fleet Place, London EC4M 7RB (as joint administrators of each of the Vendors) (also the **"Joint Administrator"**).

"Agency Fees Letter" means the agency and security trustee fees letter or letters between Dresdner Bank AG London Branch as Agent and/or Kaupthing Bank hf. as Security Trustee and the Parent.

"Agent" means Dresdner Bank AG London Branch. Note: The role of Agent was transferred to Dresdner Bank AG Niederlassung Luxemburg. Following the merger under German law between Dresdner Bank AG and Commerzbank AG, the Agent is now Commerzbank AG Filiale Luxemburg.

"Arrangers" means Kaupthing Bank hf. and Commerzbank AG London Branch (formerly Dresdner Bank AG London Branch).

"Commitment" means an LRC Facility A Commitment or an LRC Facility B Commitment as the context requires.

"Compliance Certificate" means a certificate substantially in the form set out in Schedule 7 (*Form of Compliance Certificate*) of the Facility Agreement.

"Debenture" means the Debenture dated 27 March 2008 made between Plato Company 3 Limited (1) Laurel Restaurant Company Limited (now Bay Restaurant Holdings Limited) (2), Laurel Restaurant Holdings Limited (3), Bay Restaurant Group Limited (4), Ha Ha Bar and Grill Limited (formerly Ha Ha Bar and Kitchen Limited) (5), Slug and Lettuce Company Limited (6), La Tasca Inc. (7), La Tasca Group Limited (8), La Tasca Restaurants Holdings Limited (9), La Tasca Restaurants Limited (10) and Kaupthing Bank hf. (11) as the same may be amended and restated or modified or supplemented from time to time.

"Delegate" means any delegate, agent, attorney or co-trustee appointed by the Security Trustee.

"Dry Assets" means all the assets, business and undertakings acquired or to be acquired by Ha Ha Bar and Grill Limited (formerly Ha Ha Bar and Kitchen Limited), Slug and Lettuce Company Limited, Bay Restaurant Group Limited or La Tasca Restaurants Limited pursuant to the Initial Acquisition Documents and specified in Schedule 7 part 1 (*Apportionment of Assets*) of the Initial Acquisition Agreement.

"Facility Agreement" means the Senior Term Facility Agreement dated 27 March 2008 as amended on 21 May 2008, amended and restated on 12 August 2008 and 24 December 2008, amended on 29 April 2009 and as amended and restated on 24 July 2009 between, among others, Plato Company 3 Limited (as the Parent), Bay Restaurant Holdings Limited (as the LRC Borrower), the Parent and certain of its subsidiaries (as the Original Guarantors), Kaupthing Bank hf (as Mandated Lead Arranger and Lender), Commerzbank AG London Branch (as

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Mandated Lead Arranger and Lender) and Commerzbank AG Filiale Luxemburg (as Agent and Security Trustee) as the same may be amended and restated or modified or supplemented from time to time.

"Fee Letter" means any letter or letters dated on or about the date of the Facility Agreement between the Arranger and the Parent (or the Agent and the Parent or the Security Trustee and the Parent) setting out any of the fees referred to in Clause 13 (Fees) of the Facility Agreement.

"Finance Document" means the Facility Agreement, any Accession Letter, any Compliance Certificate, any Fee Letter, the Agency Fees Letter, the Intercreditor Agreement, the LRC PIK Notes, any Selection Notice, any Transaction Security Document, any Utilisation Request and any other document designated as a **"Finance Document"** by the Agent and the Parent.

"Finance Party" means the Agent, the Arrangers, the Security Trustee or a Lender.

"Holdco" means Plato Company 2 Limited (the immediate Holding Company of the Parent), an exempted company incorporated under the laws of the Cayman Islands with registered number 206032 and whose registered office is at the offices of Ogier Fiduciary Services (Cayman) Limited, Queensgate House, South Church Street, Grand Cayman KY1-1108 Cayman Islands.

"Holding Company" means, in relation to a company or corporation, any other company or corporation in respect of which it is a Subsidiary.

"Indemnified Kroll Party" has the meaning given in the Intercreditor Agreement and means the Sellers and the Joint Administrators.

"Indemnity Discharge Date" means the discharge of the administration orders (or any subsequent liquidation) in respect of the Vendors under the Initial Acquisition Agreement.

"Indemnity Secured Liabilities" means obligations and liabilities of each Obligor and of La Tasca, Inc which are due, owing or payable to an Indemnified Kroll Party in respect of a Tax Indemnity together with all costs, charges and expenses incurred by the Security Trustee which are, or are expressed to be, or may become due, owing or payable by any Obligor or La Tasca, Inc under or in connection with such Tax Indemnity, subject to an aggregate cap of £20,000,000 at any time

"Initial Acquisition Agreement" means the business sale agreement dated on or about the date of the Facility Agreement relating to the sale and purchase of the Dry Assets and the Wet Assets and made, or to be made, between certain members of the LRC Group and of the LPC Group and the Vendors (each acting by the Administrators).

"Initial Acquisition Documents" means the Initial Acquisition Agreement, the associated Business Intellectual Property Assignment, Canterbury Claim Assignment, Real Estate Transfer Deeds, Scottish Real Estate Transfer Deeds, Notices of Election under Section 198 CAA, Registered Trade Marks Assignment and VAT Elections and any other document designated as an **"Initial Acquisition Document"** by the Agent and the Parent.

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"Intercreditor Agreement" means the intercreditor agreement dated the same date as the Facility Agreement and made between (among others) the Parent, Holdco, the other Obligors, the Security Trustee, the Agent, the Arrangers and certain Lenders as the same may be amended and restated or modified or supplemented from time to time.

"Lender" means:

(a) any Original Lender; and

(b) any bank, financial institution, trust, fund or other entity which has become a Lender in accordance with Clause 25 (*Change of Lenders*) of the Facility Agreement.

"LPC Borrower" means Town and City Pub Company Limited, a wholly owned Subsidiary of the Parent and a company incorporated in England and Wales with registered number 06433242 and whose registered office is at Porter Tun House, 500 Capability Green, Luton, LN1 3LS.

"LPC Group" means the LPC Borrower and each of its Subsidiaries for the time being

"LPEH Sub Group" means Laurel Pub Equity Holdings Limited (company number 05293234) and its Subsidiaries at the date of the Facility Agreement.

"LRC Borrower" means Laurel Restaurant Company Limited (now Bay Restaurant Holdings Limited), a wholly owned indirect subsidiary of the Parent and an exempted company incorporated under the laws of the Cayman Islands with registered number 185372 and whose registered office is at the offices of Ogier Fiduciary Services (Cayman) Limited, Queensgate House, South Church Street, PO Box 1234, Grand Cayman KY1-1108, Cayman Islands.

"LRC Deferred Commitment Fee PIK Notes" means a note issued by the LRC Borrower pursuant to paragraph (b) of Clause 13.1 (*Commitment fee*) of the Facility Agreement substantially in the form set out in Part III of Schedule 9 (*Form of LRC PIK Notes*) of the Facility Agreement.

"LRC Deferred Interest PIK Note" means a note issued by the LRC Borrower pursuant to Clause 10.4 (*Deferred Interest*) of the Facility Agreement substantially in the form set out in Part II of Schedule 9 (*Form of LRC PIK Notes*) of the Facility Agreement.

"LRC Facility A" means the term loan facility made available under the Facility Agreement as described in sub-paragraph (a)(i) of Clause 2.1 (*The LRC Facilities*) of the Facility Agreement.

"LRC Facility A Commitment" means:

(a) in relation to an Original Lender, the amount set opposite its name under the heading "LRC Facility A Commitment" in Part II of Schedule 1 (*The Original Parties*) of the Facility Agreement and the amount of any other LRC Facility A Commitment transferred to it under the Facility Agreement; and

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(b) in relation to any other Lender, the amount of any LRC Facility A Commitment transferred to it under the Facility Agreement,

to the extent not cancelled, reduced or transferred by it under the Facility Agreement.

"LRC Facility B" means the term loan facility made available under the Facility Agreement as described in sub-paragraph (a)(ii) of Clause 2.1 (*The LRC Facilities*) of the Facility Agreement.

"LRC Facility B Commitment" means:

(a) in relation to an Original Lender, the amount set opposite its name under the heading "LRC Facility B Commitment" in Part II of Schedule 1 (*The Original Parties*) of the Facility Agreement and the amount of any other LRC Facility B Commitment transferred to it under the Facility Agreement; and

(b) in relation to any other Lender, the amount of any LRC Facility B Commitment transferred to it under the Facility Agreement,

to the extent not cancelled, reduced or transferred by it under the Facility Agreement.

"LRC Facility B PIK Notes" means a note issued by the LRC Borrower pursuant to Clause 10.5 (*LRC Facility B Interest*) substantially in the form set out in Part I of Schedule 9 (*Form of LRC PIK Notes*).

"LRC Group" means the LRC Borrower and each of its subsidiaries for the time being excluding any member of the LPEH Sub Group.

"LRC PIK Notes" means the LRC Facility B PIK Notes and the LRC Deferred Interest PIK Notes.

"LRC Revolving Facility Commitment" means:

(a) in relation to an Original Lender, the amount set opposite its name under the heading "LRC Revolving Facility Commitment" in Part II of Schedule 1 (*The Original Parties*) of the Facility Agreement and the amount of any other LRC Revolving Facility Commitment transferred to it under the Facility Agreement; and

(b) in relation to any other Lender, the amount of any LRC Revolving Facility Commitment transferred to it under the Facility Agreement,

to the extent not cancelled, reduced or transferred by it under the Facility Agreement.

"LRC Term Facility" means LRC Facility A or LRC Facility B.

"Obligor" means each Original Obligor and each Additional Obligor under the Facility Agreement except the Parent and La Tasca, Inc.

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"Original Borrower" means Laurel Restaurant Company Limited (now Bay Restaurant Holdings Limited).

"Original Guarantors" means Plato Company 3 Limited, Laurel Restaurant Holdings Limited, Laurel Restaurant Company Limited (now Bay Restaurant Holdings Limited), Bay Restaurant Group Limited, Ha Ha Bar & Kitchen Ltd (now Ha Ha Bar and Grill Limited), Slug & Lettuce Company Limited, La Tasca, Inc, La Tasca Group Limited, La Tasca Restaurants Holdings Limited, La Tasca Restaurants Limited.

"Original Lender" means a Lender listed in Part II of Schedule 1 (*The Original Parties*) of the Facility Agreement as having a Commitment.

"Original Obligor" means the LRC Borrower or an Original Guarantor.

"Parent" means Plato Company 3 Limited, an exempted company incorporated under the laws of the Cayman Islands, with registered number 206194 and whose registered office is at the offices of Ogier Fiduciary Services (Cayman) Limited, Queensgate House, South Church Street, PO Box 1234, Grand Cayman KY1-1108, Cayman Islands.

"Property" means:

- I. All that leasehold property known as Unit O137, Block A, Left Bank, Irwell Square, Spinningfields, Manchester registered at the Land Registry with title absolute under title number MAN145000;
- II. All that leasehold property known as Restaurant at Beehive Yard, Walcot Street, Bath registered at the Land Registry with title absolute under title number ST215585;
- III. All that leasehold property known as basement, ground and first floor premises, being 2 Cardinal Walk, London registered at the Land Registry with title absolute under title number NGL879594;
- IV. All that leasehold property known as the external seating area adjoining 2 Cardinal Walk, London registered at the Land Registry with title absolute under title number NGL879595; and
- V. All that leasehold property known as Units 6.03 and 6.04, The Entertainment District Greenwich Peninsula, London as more particularly described in a lease dated 9 September 2009 made between (1) The Waterfront Limited Partnership, (2) Ha Ha Bar and Grill Limited and (3) Bay Restaurant Holdings Limited in the course of being registered at the Land Registry under title number TGL325344.

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"Receiver" means any one or more persons, individually or together with additional persons, appointed as an administrative receiver, receiver and manager, or other receiver appointed in respect of the Security Assets by the Security Trustee pursuant to powers conferred by the Debenture or statute.

"Secured Parties" means each Finance Party from time to time party to the Facility Agreement, any Receiver or Delegate.

"Security" means a mortgage, charge, pledge, lien or other security interest securing any obligation of any person or any other agreement or arrangement having a similar effect.

"Security Assets" means all or any of the assets and rights from time to time subject or expressed to be subject to the security created, or which may at any time be created, pursuant to any provision of the Debenture.

"Security Trustee" means Kaupthing Bank hf.. Note: the role of Security Trustee was transferred to Dresdner Bank AG Niederlassung Luxemburg. Following the merger under German law between Dresdner Bank AG and Commerzbank AG, the Security Trustee is now Commerzbank AG Filiale Luxemburg.

"Selection Notice" means a notice substantially in the form set out in Part II of Schedule 3 (*Requests*) given in accordance with Clause 11.1 (*Interest Periods*) of the Facility Agreement in relation to an LRC Term Facility.

"Sellers" means the seller as set out in the Initial Acquisition Agreement.

"Subsidiary" means in relation to any person, any entity (including, without limitation, any partnership) which is controlled directly or indirectly by that person or of whose dividends or distributions that person is entitled to receive more than 50% and **"control"** for this purpose means the direct or indirect ownership of the majority of the voting share capital of such entity or the right or ability to direct management to comply with the type of material restrictions and obligations contemplated in this Agreement or to determine the composition of a majority of the board of directors (or like board) of such entity, in each case whether by virtue of ownership of share capital, contract or otherwise.

"Tax Indemnity" has the meaning given in the Debenture.

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"Transaction Security Documents" means each of the documents listed as being a Transaction Security Document in paragraph 4 of Part I of Schedule 2 (*Conditions precedent to initial Utilisation*) and/or paragraph 3 of Part II of Schedule 2 (*Conditions Precedent to utilisation of Pumpster Facilities*) of the Facility Agreement and any security documents entered into in accordance with those documents and/or in accordance with Clause 23.34 (*Occupational Leases*) or Clause 23.38 (*Condition Subsequent*) of the Facility Agreement and any document required to be delivered to the Agent under sub-paragraphs 12 and 13 of Part IV of Schedule 2 (*Conditions precedent required to be delivered by an Additional Guarantor*) of the Facility Agreement together with any other document entered into by any Obligor creating or expressed to create any Security over all or any part of its assets in respect of the obligations of any of the Obligors under any of the Finance Documents.

"Utilisation Request" means a notice substantially in the relevant form set out in Schedule 3 (*Requests*) of the Facility Agreement.

"Vendors" means the "Sellers" as defined in the Initial Acquisition Agreement.

"Wet Assets" means all the assets, business and undertakings acquired or to be acquired by Barley Pub Company Limited or Hops Pub Company Limited, pursuant to the Initial Acquisition Documents and specified in Schedule 7 part 1 (*Apportionment of Assets*) of the Initial Acquisition Agreement.



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

**COMPANY NO. 6295359
CHARGE NO. 20**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A SUPPLEMENTAL LEGAL CHARGE
DATED 26 OCTOBER 2009 AND CREATED BY HA HA BAR AND
GRILL LIMITED FOR SECURING ALL MONIES DUE OR TO
BECOME DUE FROM THE COMPANY TO COMMERZBANK AG
FILIALE LUXEMBURG 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 3 NOVEMBER
2009

GIVEN AT COMPANIES HOUSE, CARDIFF THE 4 NOVEMBER
2009

(P) ADC



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES