

216548/117

M**COMPANIES FORM No. 395****Particulars of a mortgage or charge****395**

A fee of £13 is payable to Companies House in respect of each register entry for a mortgage or charge.

Pursuant to section 395 of the Companies Act 1985

To the Registrar of Companies
(Address overleaf - Note 6)

For official use

Company number

13

6313851

Name of company

* Conquest Midco Limited (the "Charging Company")

Date of creation of the charge

5 June 2009

Description of the instrument (if any) creating or evidencing the charge (note 2)

Debenture dated 5 June 2009 made between the Charging Company and others (1) in favour of Bank of Scotland plc (in its capacity as Security Trustee for the Beneficiaries (as defined in the attached Schedule)) (2) (the "Debenture").

Amount secured by the mortgage or charge

The Secured Sums (as defined in the attached Schedule).

References to any Finance Document include references to such Finance Document as varied in any manner from time to time, even if changes are made to the composition of the parties to such document or to the nature or amount of any facilities made available under such document.

Names and addresses of the mortgagees or persons entitled to the charge

Bank of Scotland plc (in its capacity as Security Trustee for the Beneficiaries (as defined in the attached Schedule)), Level 7, Bishopsgate Exchange, 155 Bishopsgate, London.

Postcode EC2M 3YB

Presentor's name address and reference (if any):

Lovells LLP
Atlantic House
Holborn Viaduct
London
EC1A 2FG

F3/PRM/JM/VH/19558.07727/2123510

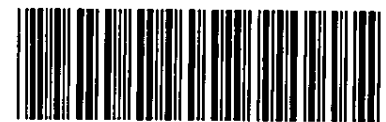
Time critical reference

For official Use (06/2005)

Mortgage Section

Post room

WEDNESDAY



L50L4ASH

LD2

17/06/2009

138

COMPANIES HOUSE

Please do not write in this margin

Please complete legibly, preferably in black type, or bold black lettering

*insert full name of Company

Short particulars of all the property mortgaged or charged

See Part II of the attached Schedule.

The attached Schedule refers to covenants by, and restrictions on, the Charging Company which protect and further define the charges created by the Debenture and which must be read as part of those charges.

Please do not write in this margin

Please complete legibly, preferably in black type, or bold block lettering

Particulars as to commission allowance or discount (note 3)

Not applicable.

Signed

Lorus LLP

Date

16 June 2009

On behalf of ~~XXXXXX~~ [mortgagee/chargee] †

A fee is payable to Companies House in respect of each register entry for a mortgage or charge. (See Note 5)

† delete as appropriate

Notes

- 1 The original instrument (if any) creating or evidencing the charge, together with these prescribed particulars correctly completed must be delivered to the Registrar of Companies within 21 days after the date of creation of the charge (section 395). If the property is situated and the charge was created outside the United Kingdom delivery to the Registrar must be effected within 21 days after the date on which the instrument could in due course of post, and if dispatched with due diligence, have been received in the United Kingdom (section 398). A copy of the instrument creating the charge will be accepted where the property charged is situated and the charge was created outside the United Kingdom (section 398) and in such cases the copy must be verified to be a correct copy either by the company or by the person who has delivered or sent the copy to the Registrar. The verification must be signed by or on behalf of the person giving the verification and where this is given by a body corporate it must be signed by an officer of that body. A verified copy will also be accepted where section 398(4) applies (property situate in Scotland or Northern Ireland) and Form No. 398 is submitted.
- 2 A description of the instrument, eg "Trust Deed", "Debenture", "Mortgage", or "Legal charge", etc, as the case may be, should be given.
- 3 In this section there should be inserted the amount or rate per cent. of the commission, allowance or discount (if any) paid or made either directly or indirectly by the company to any person in consideration of his;
(a) subscribing or agreeing to subscribe, whether absolutely or conditionally, or
(b) procuring or agreeing to procure subscriptions, whether absolute or conditional, for any of the debentures included in this return. The rate of interest payable under the terms of the debentures should not be entered.
- 4 If any of the spaces in this form provide insufficient space the particulars must be entered on the prescribed continuation sheet.
- 5 A fee of £13 is payable to Companies House in respect of each register entry for a mortgage or charge. Cheques and Postal Orders must be made payable to **Companies House**.
- 6 The address of the Registrar of Companies is: Companies House, Crown Way, Cardiff CF14 3UZ

SCHEDULE TO FORM 395 FOR CONQUEST MIDCO LIMITED

Part I

Definitions

In this Schedule, references to Clauses and Schedules are to Clauses of, and Schedules to, the Debenture unless otherwise specified. In this Form 395 the following expressions shall have the following meanings respectively set out below:

"Account Bank" means Bank of Scotland plc or such other bank as the Security Trustee may from time to time specify;

"Agent" means Bank of Scotland plc;

"Assets" means all the Charging Company's undertaking, property, assets, revenues and rights of every description, or any part of them;

"Beneficiary" means each Senior Finance Party, each Mezzanine Finance Party and each Hedge Counterparty;

"Chargor" means each company named in Part IV (*The Chargors*) of this Schedule and (with effect from its accession) each other company which executes a Deed of Accession and Charge including Conquest Acquisitions Limited (6864337);

"Collection Account" means in relation to the Charging Company, its account with the Account Bank into which it is required to pay its Receivables pursuant to Clause 9.1 (*Collection Account*) of the Debenture;

"Debenture Date" means 5 June 2009;

"Deed of Accession" means a Deed of Accession and Charge substantially in the form set out in Schedule 3 (*Form of Deed of Accession and Charge for a New Chargor*) to the Debenture;

"Derivative Rights" includes:

- (a) allotments, rights, money or property arising at any time in relation to any Investments by way of conversion, exchange, redemption, bonus, preference, option or otherwise;
- (b) dividends, distributions, interest and other income paid or payable in relation to any Investments; and
- (c) stock, shares and securities offered in addition to or in substitution for any Investments;

"Event of Default" means an Event of Default under and as defined in the Facilities Agreement and/or an Event of Default under and as defined in the Mezzanine Facility Agreement;

"Facilities Agreement" means the facilities agreement dated 3 August 2007 between Conquest Holdings Limited (formerly Apollo Holdco Limited) (as the Parent), the Companies listed as Original Borrowers, the Companies listed as Original Guarantors and Bank of Scotland plc (as Arranger, Original Lender, Agent, Security Trustee and in certain other capacities) as amended pursuant to an amendment letter dated 30 January 2009 and as further amended and restated on 5 June 2009 (each term as defined therein);

"Finance Document" means each Senior Finance Document, each Mezzanine Finance Document and each Hedging Agreement;

"Fixed Security Asset" means an Asset for the time being comprised within an assignment created by Clause 3.1 (*Assignments*) or within a mortgage or fixed charge created by Clause 3.2 (*Fixed security*) of the Debenture;

"Group" means the Parent, Midco and each of its Subsidiaries for the time being (each term as defined in the Facilities Agreement unless otherwise defined in this Schedule);

"Hedge Counterparty" has the meaning given to that term in the Intercreditor Agreement;

"Hedging Agreements" has the meaning given to them in the Intercreditor Agreement;

"Holding Account" has the meaning given to that term in the Facilities Agreement;

"Insurance Policy" means any contract or policy of insurance of the Charging Company (including all cover notes) of whatever nature which are from time to time taken out by or on behalf of the Charging Company or (to the extent of its interest) in which the Charging Company has an interest at any time;

"Intellectual Property" means all the Charging Company's patents (including supplementary protection certificates), utility models, registered and unregistered trade marks (including service marks), rights in passing off, copyright, database rights, registered and unregistered rights in designs (including in relation to semiconductor products) anywhere in the world and, in each case, any extensions and renewals of, and any applications for, such rights;

"Intellectual Property Rights" means all and any of the Charging Company's Intellectual Property and all other intellectual property rights, causes of action, interests and assets charged by it pursuant to Clause 3.2 (*Fixed Security*) (c) (xii) to (xvii) inclusive;

"Intercreditor Agreement" means the intercreditor deed dated on 5 June 2009 and made between, inter alia, Newco, the Parent, Midco, the Company, any Hedge Counterparties, the Security Trustee, the Agent, Bank of Scotland plc as the mezzanine facility agent, the lenders of Structural Intra-Group Loans, the Equity Investors and the lenders under the Mezzanine Facility (each term as defined in the Facilities Agreement unless otherwise defined in this Schedule);

"Investments" means all shares, stock, debentures, debenture stock, bonds and other investments (as listed in Schedule 2, Part II of the Financial Services and Markets Act 2000), whether certificated or uncertificated and whether in registered or bearer form, including all depository interests representing any of them and including all rights and benefits of a capital nature accruing at any time in respect of any Investments by way of redemption, repayment, substitution, exchange, bonus or preference, option, rights or otherwise;

"Land" means freehold and leasehold, and any other estate in, land and (outside England and Wales) immovable property and in each case all buildings and structures upon and all things affixed to Land (including trade and tenant's fixtures);

"Mandatory Prepayment Account" has the meaning given to that term in the Facilities Agreement;

"Mezzanine Facility Agreement" means the mezzanine facility agreement dated 3 August 2007 as amended and restated on 5 June 2009 between, among others, Conquest Bidco Limited, the Security Trustee and Bank of Scotland plc as arranger, agent and original lender;

"Mezzanine Finance Document" means the Mezzanine Facility Agreement, the Amendment and Restatement Deed, any Accession Letter, any Compliance Certificate, any Fee Letter, the Syndication Letter, any Hedging Agreement, the Intercreditor Agreement, any Senior Finance Document, any Resignation Letter, any Selection Notice, any Transaction Security Document, any Utilisation Request and any other document designated as a "Finance Document" by the Agent and the Company (and for this purpose terms referred to in this definition shall have the meanings given to them in the Mezzanine Facility Agreement);

"Mezzanine Finance Party" means the Mezzanine Agent, the Lenders, the Security Trustee and the Arranger (each term as defined in the Mezzanine Facility Agreement);

"Parent" means Conquest Holdings Limited (formerly Apollo Holdco Limited) a limited liability company incorporated in England and Wales under the Companies Acts (as defined in the 2006 Act) with registered number 6329630;

"Permitted Disposal" has the meaning given to that term in the Facilities Agreement;

"Permitted Security" has the meaning given to that term in the Facilities Agreement;

"Receivables" means all the Charging Company's sums of money receivable by it at the Debenture Date or in the future consisting of or payable under or derived from any Asset described in Clause 3.2 (*Fixed security*);

"Relevant System" has the meaning given to that term by the Uncertificated Securities Regulations 2001 and includes the CREST system and also any other system or facility (whether established in the United Kingdom or elsewhere) providing means for the deposit of, and clearance of transactions in, Investments;

"Secured Sums" 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 Chargor to all or any of the Beneficiaries under each or any of the Finance Documents, in each case together with:

- (a) all costs, charges and expenses incurred by any Beneficiary in connection with the protection, preservation or enforcement of its rights under any Finance Document; and
- (b) all moneys, obligations and liabilities due, owing or incurred in respect of any variations or increases in the amount or composition of the facilities provided under any Finance Document or the obligations and liabilities imposed under such documents;

"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 Trustee" means Bank of Scotland plc acting as security agent and trustee for the Beneficiaries including any successor appointed by the Beneficiaries pursuant to the Finance Documents;

"Senior Finance Document" means the Facilities Agreement, the Amendment and Restatement Deed, any Fee Letter, any Accession Letter, any Resignation Letter, the Transaction Security Documents, the Intercreditor Agreement, any Transfer Certificate or undertaking delivered pursuant to Clause 29 (*Changes to the Lenders*) of the Facilities Agreement, any Ancillary Document, any Compliance Certificate, the Syndication Letter, any Utilisation Request, any Selection Notice and any other document designated as such by the Agent and the Parent (each term as defined in the Facilities Agreement unless otherwise defined in this Schedule);

"Senior Finance Party" means the Agent, the Security Trustee, the Arranger, the Lenders, the Issuing Bank and any Ancillary Lender (including any Affiliate of a Lender which is an Ancillary Lender) (each term as defined in the Facilities Agreement unless otherwise defined in this Schedule);

"Specified Intellectual Property" means the Intellectual Property listed in Schedule 5 (*Specified Intellectual Property*) to the Debenture;

"Specified Investments" means, in relation to the Charging Company, all Investments which at any time:

- (a) represent a holding in a Subsidiary of the Charging Company or an undertaking which would be its subsidiary undertaking if in section 1162(2)(a) of the Act "30 per cent or more" were substituted for "a majority";
- (b) are held in the name of the Security Trustee or its nominee or to its order; or
- (c) the Charging Company has deposited certificates for with the Security Trustee or which, if uncertificated, are held in an escrow or other account in favour of the Security Trustee or its nominee; and

"Structural Intra-Group Loans" has the meaning given to that term in the Facilities Agreement.

Part II

Particulars of property mortgaged or charged

1. By Clause 3.1 (*Assignments*) of the Debenture the Charging Company, with full title guarantee, as security for the payment or discharge of all Secured Sums, assigned absolutely to the Security Trustee:
 - (a) all of its rights, title and interest from time to time in respect of any sums payable to it pursuant to the Insurance Policies;
 - (b) all its rights, title and interest from time to time in respect of the Hedging Agreements; and
 - (c) all its rights, title and interest from time to time in respect of any Structural Intra-Group Loans.
2. By Clause 3.2 (*Fixed Security*) of the Debenture, the Charging Company, with full title guarantee, as security for the payment or discharge of all Secured Sums, charged to the Security Trustee:
 - (a) by way of legal mortgage, all Land in England and Wales vested in it at the Debenture Date and registered at the Land Registry or which will be subject to first registration at the Land Registry upon execution and delivery of the Debenture, in each case as described in Part V (*Registered Land to be Mortgaged*) of this Schedule;
 - (b) by way of legal mortgage, all Land in England and Wales vested in it at the Debenture Date and not registered at the Land Registry;
 - (c) by way of fixed charge:
 - (i) all other Land which at the Debenture Date or in the future becomes, its property;

- (ii) all interests and rights in or relating to Land or the proceeds of sale of Land at the Debenture Date or in the future belonging to it;
- (iii) all plant and machinery at the Debenture Date or in the future attached to any Land which, or an interest in which, is charged by it under the preceding provisions of Clause 3.2 of the Debenture;
- (iv) all rental and other income and all debts and claims at the Debenture Date or in the future due or owing to it under or in connection with any lease, agreement or licence relating to Land;
- (v) all Specified Investments which are at the Debenture Date, its property, including all proceeds of sale derived from them;
- (vi) all Specified Investments in which the Charging Company may in the future acquire any interest (legal or equitable), including all proceeds of sale derived from them;
- (vii) all Derivative Rights of a capital nature at the Debenture Date or in the future accruing or offered in respect of its Specified Investments;
- (viii) all Derivative Rights of an income nature at the Debenture Date or in the future accruing or offered in respect of its Specified Investments;
- (ix) where Specified Investments are held in a Relevant System, all its rights against the operator of the Relevant System or any participant in respect of such Specified Investments;
- (x) all insurance or assurance contracts or policies at the Debenture Date or in the future held by or otherwise benefiting it which relate to Fixed Security Assets or which are at the Debenture Date or in the future deposited by it with the Security Trustee, together with all its rights and interests in such contracts and policies (including the benefit of all claims arising and all money payable under them) apart from any claims which are otherwise subject to a fixed charge or assignment (at law or in equity) in the Debenture;
- (xi) all its goodwill and uncalled capital for the time being;
- (xii) all Specified Intellectual Property belonging to it;
- (xiii) all other Intellectual Property presently belonging to it, including any Intellectual Property to which it is not absolutely entitled or to which it is entitled together with others;
- (xiv) all Intellectual Property that may be acquired by or belong to it in the future, including any such Intellectual Property to which it is not absolutely entitled or to which it is entitled together with others;
- (xv) the benefit of all agreements and licences at the Debenture Date or in the future entered into or enjoyed by it relating to the use or exploitation of any Intellectual Property in any part of the world;
- (xvi) all its rights at the Debenture Date or in the future in relation to trade secrets, confidential information and knowhow in any part of the world;
- (xvii) all its rights and causes of action in respect of infringement(s) (past, present or future) of the rights referred to in Clauses 3.2(c)(xii) to (xv) inclusive;

- (xviii) all trade debts at the Debenture Date or in the future owing to it;
- (xix) all debts owing to it as described in Part VI of this Schedule (*Details of Debts Owing to a Chargor by another member of the Group which are subject to a fixed charge*);
- (xx) all other debts at the Debenture Date or in the future owing to it, excluding those arising on fluctuating accounts with other members of the Group;
- (xxi) the benefit of all instruments, guarantees, charges, pledges and other security and all other rights and remedies available to it in respect of any Fixed Security Asset except to the extent that such items are for the time being effectively assigned under Clause 3.1 (*Creation of Security Assignments*) of the Debenture;
- (xxii) all its interests and rights (if any) in or to any money at any time standing to the credit of any Collection Account;
- (xxiii) any beneficial interest, claim or entitlement it has to any pension fund at the Debenture Date or in the future;
- (xxiv) all rights, money or property accruing or payable to it at the Debenture Date or in the future under or by virtue of a Fixed Security Asset except to the extent that such rights, money or property are for the time being effectively charged by fixed charge under the foregoing provisions of Clause 3.2;
- (xxv) all moneys at any time standing to the credit of any Holding Account and/or Mandatory Prepayment Account; and
- (xxvi) the benefit or all licences, consents and authorisations held in connection with its business or the use of any Asset and the right to recover and receive all compensation which may be payable in respect of them.

3. By Clause 3.3 (*Creation of floating charge*) of the Debenture, the Charging Company, with full title guarantee, charged to the Security Trustee as security for the payment of all Secured Sums, by way of floating charge:

- (a) all its Assets except to the extent that such Assets are for the time being effectively assigned by way of security by virtue of Clause 3.1 (*Assignments*) or charged by any fixed charge contained in Clause 3.2 (*Fixed Security*), including any Assets comprised within a charge which is reconverted under Clause 4.4 (*Reconversion*) under the Debenture; and
- (b) without exception, all its Assets in so far as they are for the time being situated in Scotland,

but in each case so that the Charging Company shall not create any Security over any such Asset (whether having priority over, or ranking *pari passu* with or subject to, this floating charge) or take any other step referred to in Clause 7 (*Negative pledge and other restrictions*) (as set out in paragraph 5 of Part III of this Schedule) with respect to any such Asset, and the Charging Company shall not, without the consent of the Security Trustee, sell, transfer, part with or dispose of any such Asset except by way of sale in the ordinary course of its business to the extent that such action is not otherwise prohibited by any Finance Document.

Part III

Covenants and Restrictions

1. COLLECTION OF RECEIVABLES

- 1.1 By Clause 6.1 (*Collection Account*) of the Debenture, except where moneys are to be paid into a Mandatory Prepayment Account or Holding Account in accordance with the terms of any other Finance Document, the Charging Company agreed to collect and realise all its Receivables and, immediately on receipt, pay all money so collected into the Collection Account specified from time to time by the Security Trustee. The Charging Company agreed, pending such payment, to hold all money so received upon trust for the Security Trustee.
- 1.2 By Clause 6.3 (*No Derogation*) of the Debenture, the Charging Company agreed not to purport, without the Security Trustee's prior written consent, to charge, factor, discount, assign, postpone, subordinate, release or waive its rights in respect of any Receivable in favour of any person or do or omit to do anything which might delay or prejudice its full recovery, other than in relation to the commutation of Receivables with its customers in the ordinary course of business.

2. NEGATIVE PLEDGE AND OTHER RESTRICTIONS

By Clause 7 (*Negative Pledge and other restrictions*) of the Debenture, the Charging Company agreed that it would not, without the prior written consent of the Security Trustee, and with the exception of Permitted Security:

- (a) create, or agree or attempt to create, or permit to subsist, any Security or any trust over any of its Assets; or
 - (b) sell, assign, lease, license or sub-license, or grant any interest in, any of its Fixed Security Assets, or part with possession or ownership of them, or purport or agree to do so with the exception of a Permitted Disposal.
3. By Clause 11.2 (*Negative covenants*) of the Debenture, the Charging Company agreed that without the prior written consent of the Security Agent it would not (amongst other things):
- (a) exercise any power of leasing in relation to its Land, or accept surrenders of leases of its Land, or agree to do so;
 - (b) extend, renew on substantially different terms or vary any lease or tenancy agreement or give any licence to assign or underlet in relation to its Land to the extent that it would be reasonably likely to materially adversely affect its value or the value of the Security constituted by the Debenture; or
 - (c) share the occupation of its Land with any other person or agree to do so.
4. By Clause 12.2 (*Negative covenants*) of the Debenture, the Charging Company agreed that it shall not, without the prior written consent of the Security Agent, other than as permitted by the Facilities Agreement or the Mezzanine Facility Agreement:
- (a) sell, assign, lease, license, sub-license or grant any interest in its Intellectual Property Rights, or purport or agree to do so, or part with possession or ownership of them, or allow any third party access to, or the right to use or exploit, any Intellectual Property Rights;

- (b) enter into any contract or arrangement for supply or otherwise whereby any third party obtains any assignment of or any right or licence in relation to its Intellectual Property Rights on the occurrence or non-occurrence of any future event or circumstance;
- (c) amend the specification of any registered trade mark included in its Intellectual Property Rights or authorise or permit any third party to register any trade mark which is the same as or confusingly similar to any such trade mark in respect of goods or services which are the same as or similar to the goods or services for which such trade mark is registered; or
- (d) amend the specification or drawings referred to in any granted patents.

Part IV

The Chargors

Name of Chargor	Registered number	Address for service and fax number
Conquest Holdings Limited	6329630	Conquest House Church Street Waltham Abbey Essex EN9 1DX Fax: 01992 650999
Conquest Midco Limited	6313851	Conquest House Church Street Waltham Abbey Essex EN9 1DX Fax: 01992 650999
Conquest Bidco Limited	6296388	Conquest House Church Street Waltham Abbey Essex EN9 1DX Fax: 01992 650999
Apollo Group Holdings Limited	5616427	Conquest House Church Street Waltham Abbey Essex EN9 1DX Fax: 01992 650999
Apollo Holdco Limited	4252778	Conquest House Church Street Waltham Abbey Essex EN9 1DX Fax: 01992 650999
Apollo in Partnership Limited	4136817	Conquest House Church Street Waltham Abbey Essex EN9 1DX Fax: 01992 650999

Name of Chargor	Registered number	Address for service and fax number
Apollo Property Services Group Limited	1243933	Conquest House Church Street Waltham Abbey Essex EN9 1DX Fax: 01992 650999
Toucan Holdings Limited	3326551	Conquest House Church Street Waltham Abbey Essex EN9 1DX Fax: 01992 650999

Part V

Registered Land mortgaged under Clause 3.2 (*Creation of fixed security*) of the Debenture.

Name of Chargor/Registered Proprietor	Description of Property	Title Number
Toucan Holdings Limited	Conquest House, Leverton Way, Waltham Abbey	EX364893
Apollo Property Services Group Limited	2 The Chase, John Tate Road, Hertford, SG13 7NN	HD482161
Apollo Property Services Group Limited	Ground and First Floor, Nepicar House, London Road, Wrotham Heath, Sevenoaks, TN15 7RS	K947861
Apollo Property Services Group Limited	Unit 8 Compass West Industrial Estate, West Road, London, N17 0XL	AGL190343
Toucan Holdings Limited	Unit 7 Sovereign Park, Hemel Hempstead	HD247306
Apollo Property Services Group Limited	Greenwood House, Church Street, Waltham Abbey	EX725865
Apollo Holdco Limited	Land at Abbey Mills, Highbridge Street, Waltham Abbey	EX766328
Toucan Holdings Limited	5 Church Street,	EX392828

	Waltham Abbey	
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Part VI

**Details of debts owing to a Chargor by another member of the
Group which are subject to a fixed charge**

1. £18,000,000 intercompany loan owing by Conquest Bidco to Apollo Group Holdings Limited; and
2. £13,500,000 intercompany loan notes issued by Conquest Midco Limited to Conquest Holdings Limited.



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

Pursuant to section 401(2) of the Companies Act 1985

**COMPANY NO. 6313851
CHARGE NO. 3**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A DEBENTURE DATED 5 JUNE 2009
AND CREATED BY CONQUEST MIDCO LIMITED FOR
SECURING ALL MONIES DUE OR TO BECOME DUE FROM
EACH CHARGOR TO ALL OR ANY OF THE BENEFICIARIES ON
ANY ACCOUNT WHATSOEVER UNDER THE TERMS OF THE
AFOREMENTIONED INSTRUMENT CREATING OR EVIDENCING
THE CHARGE WAS REGISTERED PURSUANT TO CHAPTER 1
PART XII OF THE COMPANIES ACT 1985 ON THE 17 JUNE 2009

GIVEN AT COMPANIES HOUSE, CARDIFF THE 22 JUNE 2009



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES