

MG01

Particulars of a mortgage or charge

989082 / 13



A fee is payable with this form

We will not accept this form unless you send the correct fee

Please see 'How to pay' on the last page



What this form is for

You may use this form to register particulars of a mortgage or charge in England and Wales or Northern Ireland



What this form is NOT

You cannot use this form particulars of a charge for company. To do this, please form MG01s

THURSDAY



LD4

L1L9VYJ4
08/11/2012
COMPANIES HOUSE

#3

1

Company details

Company number

0 6 3 7 5 8 2 6

Company name in full

A&A UK INVESTMENTS LIMITED

2

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

d0 d2 m1 m1 y2 y0 y1 y2

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

Debenture dated 2 November between (1) A&A UK Investments Limited (the "Chargor") and (2) Fresca Group Limited (the "Lender") (the "Debenture")

4

Amount secured

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

Amount secured

All indebtedness, monies, obligations and liabilities (whether principal, interest, commission, charges, costs, expenses or otherwise) now or at any time hereafter due or owing or incurred to the Lender by the Chargor under or pursuant to each or any of the Finance Documents (including the Debenture) including any liability in respect of any further advances made under the Finance Documents, whether present or future, actual or contingent (and whether due, owing or incurred solely, jointly or severally and whether as principal or as surety or in some other capacity) PROVIDED that neither such covenant nor the security constituted by the Debenture shall extend to or include any liability or sum which would, but for this proviso, cause such covenant or security to be unlawful or prohibited by any applicable law (the "Secured Obligations")

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	FRESCA GROUP LIMITED							
Address	THE FRESH PRODUCE CENTRE							
	TRANSFESA ROAD, PADDOCK WOOD, KENT							
Postcode	T	N	1	2		6	U	T
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

1 SECURITY

1 1 Fixed Security

The Chargor, as security for the payment and discharge of all of the Secured Obligations, charges with full title guarantee in favour of the Lender -

1 1 1 by way of first legal mortgage all the Chargor's rights, title and interest from time to time in and to, and the full benefit of, each of the following assets

- (a) all the Properties, and
- (b) all freehold, leasehold or immovable property and all estates or interests therein (except any Charged Assets specified in paragraph (a) above) belonging to it, and
- (c) all buildings, fixtures, fittings, fixed plant or machinery for the time being and from time to time situated on or forming part of any of the Charged Assets specified in paragraphs (a) and (b) above,

1 1 2 by way of a first fixed charge all the Chargor's rights, title and interest from time to time in and to, and the full benefit of, each of the following assets

- (a) (to the extent they are not the subject of a mortgage under Clause 1 1 1 above), all freehold, leasehold or immovable property and all estates or interests therein belonging to it now or at any time hereafter,
- (b) all buildings, fixtures, fittings, fixed plant or machinery for the time being and from time to time situated on or forming part of such freehold or leasehold property,

See Continuation Sheet

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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 DAC Bechoff LP X</p> <p>This form must be signed by a person with an interest in the registration of the charge</p>

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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 David Paterson

Company name DAC Beachcroft LLP

Address 100 Fetter Lane

Post town London

County/Region London

Postcode E C 4 A 1 B N

Country UK

DX DX 45 London

Telephone 0207 242 1011



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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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

- (c) all (if any) Chattels specified in Schedule 2 to the Debenture and all (other) Chattels now or hereafter owned by the Chargor and its interest in any Chattels in its possession and any part or parts therefor,
- (d) all additions, alterations, accessories, replacements and renewals for the time being and from time to time to or of any of such Chattels,
- (e) all its Intellectual Property Rights (including the patents and trademarks (if any) specified in Schedule 3 to the Debenture),
- (f) all the stocks, shares, bonds, debentures, certificates of deposit, loan stocks, notes, warrants and other securities or investments, assets, rights or interests falling within Part II of Schedule 2 to the Financial Services and Markets Act 2000 (as in force at the date hereof but so that any exemptions under any order made under Part III of that Schedule shall not apply) whether now or hereafter held directly by or to the order of the Chargor or by any trustee, fiduciary or clearance system on its behalf (including the shares, securities and investments (if any) specified in Schedule 4 to the Debenture),
- (g) in respect of any of the Charged Assets in paragraph (f) above or in this paragraph (g), (i) all dividends, interest and other distributions paid or payable, (ii) all stocks, shares, bonds, debentures, certificates of deposit, loan stocks, notes, warrants and other securities and other assets, rights or interests now or hereafter accruing or offered by way of rights, bonus, option or otherwise, (iii) all rights against any clearance system, and (iv) all rights under any custodian or other agreement, but so that nothing in the Debenture shall be construed as imposing on the Lender any liability whatsoever in respect of any calls, instalments or other payments or contributions in respect of or relating to any of the Charged Assets in paragraph (f) above or in this paragraph (g),
- (h) the Accounts,
- (i) all benefits in respect of the Insurance Policies, including all proceeds owing or payable under them, and all claims and returns of premium in respect of them,
- (j) all its Debts,
- (k) all its goodwill and its uncalled capital,
- (l) any beneficial interest, claim or entitlement of the Chargor in or to the assets of any pension fund,
- (m) the benefit of all agreements for the time being and from time to time entered into by the Chargor for the maintenance and/or improvement of any of the Charged Assets in any of the foregoing paragraphs in this Clause 1 1 2 or in Clause 1 1 1,
- (n) the benefit of all rights under any licence, agreement for sale or agreement for lease for the time being and from time to time in respect of any of the Charged Assets in any of the foregoing paragraphs of this Clause 1 1 2 or in Clause 1 1 1,
- (o) the benefit of all obligations and representations and warranties and undertakings for the time being and from time to time undertaken or given to the Chargor (and whether by law, contract or otherwise howsoever) by any person in relation to any of the Charged Assets in any of the foregoing paragraphs of this Clause 1 1 2 or in Clause 1 1 1,
- (p) the benefit of (severally) any contracts, deeds, undertakings, reports or other documents now or hereafter entered into by or given to the Chargor in respect of any of the Charged Assets in any of the foregoing paragraphs of this Clause 1 1 2 or in Clause 1 1 1 and all documents now or hereafter in existence necessary to enable the Lender to perfect the same,
- (q) the benefit and proceeds for the time being and from time to time of any rights, claims, remedies, covenants for title, guarantees, indemnities or interests by way of security for the time being and from time to time given, granted or arising in favour of the Chargor in relation to, any of the Charged Assets in any of the foregoing paragraphs of this Clause 1 1 2 or in Clause 1 1 1,
- (r) the benefit of all licences, consents and authorisations (statutory or otherwise) now or hereafter held in connection with its business or the use of any of the Charged Assets and all rights of the Chargor in connection with them, and
- (s) if not effectively assigned by Clause 1 2 below, all the Chargor's right, title and interest in and to (and claims under) the assets described in Clause 1 2

See Continuation Sheet 2

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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>Continuation Sheet 2</p> <p>1 2 Assignments</p> <p>The Chargor, as security for the payment and discharge of all of the Secured Obligations, assigns absolutely with full title guarantee to the Lender all the Chargor's right, title and interest from time to time in and to, and the full benefit of, each of the Assigned Agreements and all the proceeds of any payment of any claims, awards, judgments, sums or damages arising out of such Assigned Agreements payable to the Chargor thereunder and all the Chargor's rights or remedies now or hereafter in existence arising thereunder and any guarantees, warranties and/or other agreements collateral to the Assigned Agreement</p> <p>1 3 Floating Charge</p> <p>1 3 1 The Chargor, as security for the payment and discharge of all of the Secured Obligations, charges with full title guarantee in favour of the Lender by way of first floating charge the whole of the Chargor's undertaking and assets, present and future, other than any assets validly and effectively mortgaged, charged or assigned (whether at law or in equity) by way of fixed security under the laws of England and Wales, or of the jurisdiction in which that asset is situated, in favour of the Lender as security for the Secured Obligations</p> <p>1 3 2 Paragraph 14 of Schedule B1 of the Insolvency Act 1986 shall apply to any floating charge created by the Debenture which shall be a "qualifying floating charge" for the purposes of Schedule B1 to the Insolvency Act 1986</p> <p>1 3 3 The Lender may by notice in writing to the Chargor convert the floating charge created by the Debenture into a fixed charge as regards all or any of the Chargor's assets specified in the notice if</p> <p>(a) an Enforcement Event has occurred, or</p> <p>(b) the Lender considers those assets to be in danger of being seized or sold under any form of distress, attachment, execution or other legal process or to be otherwise in jeopardy</p> <p>1 3 4 If (a) the Chargor creates (or agrees or purports to create) any Security Interest on, over or in respect of any of the Floating Charge Assets without the prior consent in writing of the Lender or (b) a receiver is appointed over any of the Floating Charge Assets or (c) a third party levies, or attempts to levy, any distress, attachment, execution or other legal process against any of the Floating Charge Assets, then the floating charge created by the Debenture shall (in addition to the circumstances in which the same will occur under general law) automatically (without notice) be converted into and operate as a fixed charge over the relevant Floating Charge Assets immediately such event occurs</p> <p>1 3 5 The floating charge created by the Debenture shall (in addition to the circumstances in which the same will occur under the general law) automatically (without notice) be converted into and operate as a fixed charge over all the Floating Charge Assets immediately -</p> <p>(a) the Lender receives notice of an intention to appoint an administrator of the Chargor, or</p> <p>(b) an application is made to appoint an administrator of the Chargor or for an administration order in respect of the Chargor, or</p> <p>(c) an administration order is made or an administrator is appointed in respect of the Chargor</p> <p>1 3 6 Nothing in Clauses 1 3 3, 1 3 4 or 1 3 5 shall affect crystallisation of the floating charge under the general law or under the other provisions of the Debenture</p> <p>See Continuation Sheet 3</p>	

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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		

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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

Continuation Sheet 3

1 4 Negative Pledge

Save with the prior written consent of the Lender (which may be given as well as before as after the date hereof, provided it shall expressly refer to the Debenture), the Chargor shall not and shall not agree or purport to

1 4 1 create, give, grant or permit to arise or subsist any Security Interest over all or any part of the Charged Assets,

1 4 2 sell, discount, factor, transfer, grant, lease, lend or otherwise dispose of, part with or share possession of, whether by means of one or a number of transactions related or not and whether at one time or over a period of time, all or any of the Charged Assets, except for the disposal in the ordinary course of trade on arm's length terms of any of the Floating Charge Assets as expressly permitted under the Finance Documents,

1 4 3 sell, discount, factor, transfer, lend or otherwise dispose of, the right to receive or to be paid the proceeds arising on the disposal of all or any of the Charged Assets, or

1 4 4 dispose of the equity of redemption in respect of all or any of the Charged Assets

1 5 Miscellaneous

1 5 1 The fact that no details of properties or Chattels or patents and trademarks or shares, securities and investments or Assigned Agreements or Security Accounts are included in the relevant Schedule does not affect the validity or enforceability of any security created by the Debenture

1 5 2 Notwithstanding any other provision of the Debenture, the obtaining of a moratorium under section 1A of the Insolvency Act 1986, or anything done with a view to obtaining such a moratorium (including any preliminary decision or investigation), shall not be an event causing the floating charge created under this deed to crystallise or causing restrictions which would not otherwise apply to be imposed on the disposal of property by the Chargor or a ground for the appointment of a Receiver

1 5 3 The Lender shall perform its obligations under the Credit Agreement (including any obligation to make further advances, which is deemed to be incorporated into the Debenture)

2 FURTHER ASSURANCE

2 1 The Chargor shall, at its own expense, promptly do all such acts or execute all such documents (including assignments, transfers, mortgages, charges, notices and instructions) as the Lender may specify (and in such form as the Lender may require in favour of the Lender or its nominee(s))

2 1 1 to perfect or protect the security created or intended to be created in respect of the Charged Assets (which may include the execution by the Chargor of a mortgage, charge or assignment over all or any of the assets constituting, or intended to constitute, Charged Assets) or for the exercise of the rights, powers and remedies of the Lender under or pursuant to the Debenture or by law,

2 1 2 to confer on the Lender security over any property and assets of the Chargor located in any jurisdiction outside England and Wales equivalent or similar to the security intended to be conferred by or pursuant to the Debenture, and/or

2 1 3 to facilitate the realisation of the Charged Assets or the exercise of any right, power or discretion exercisable, by the Lender or any Receiver or any of its or their delegates or sub-delegates in respect of any Charged Asset

See Continuation Sheet 4

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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		

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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

Continuation Sheet 4

2 2 Without prejudice to Clause 2 1 above, the Chargor shall, at its own expense

2 2 1 take all such action as is available to it (including making all filings and registrations) as may be necessary for the purpose of the creation, perfection, protection or maintenance of any security conferred or intended to be conferred on the Lender by or pursuant to the Debenture including recording its existence and restrictions on disposal effected by it,

2 2 2 obtain (in form and content satisfactory to the Lender) as soon as possible any consents necessary to enable the assets of the Chargor to be the subject of an effective fixed charge or assignment pursuant to Clause 1 above (*Security*) and, immediately upon obtaining any such consent, the asset concerned shall become subject to such security and the Chargor shall promptly deliver a copy of each consent to the Lender

2 3 The Chargor as registered proprietor hereby appoints the Lender its agent to apply for the particulars of the Debenture and of the Lender's interest in the Chargor's Intellectual Property Rights under or pursuant to Clause 1 above to be made on the Register of Trade Marks under Section 25(1) of the Trade Marks Act 1994 and the Chargor hereby agrees to execute all documents and forms required to enable such particulars to be entered on the Register of Trade Marks

2 4 The Chargor shall immediately notify the Lender of any proposal, contract, conveyance, transfer or other disposition for the acquisition by the Chargor (or its nominee(s)) of any immoveable property, Chattels, Intellectual Property Rights or other assets which, following their acquisition, would become Mortgaged Property, or Charged Assets under paragraphs (c),(d),(e),(f), or (g) of Clause 1 1 2 above

3 POWER OF ATTORNEY AND DELEGATION

3 1 The Chargor by way of security irrevocably appoints the Lender and any Receiver severally to be its attorney and in its name, on its behalf and as its act and deed to execute, deliver and perfect all documents and do all things which the attorney may consider to be required or desirable for

3 1 1 carrying out any obligation imposed on the Chargor by the Debenture (including the execution and delivery of any deeds, charges, assignments or other security and any transfers of the Charged Assets), and

3 1 2 enabling the Lender and any Receiver to exercise, or delegate the exercise of, any of the rights, powers, authorities and discretions conferred on them by or pursuant to the Debenture or by law (including, after the occurrence of an Enforcement Event, the exercise of any right of a legal or beneficial owner of the Charged Assets)

3 2 The Chargor ratifies and confirms all things done and all documents executed by any attorney in the exercise or purported exercise of all or any of his rights, powers, authorities or discretions

3 3 Each of the Lender and any Receiver shall have full power to delegate (either generally or specifically), with the power to sub-delegate, the powers, authorities and discretions conferred on it by the Debenture (including the power of attorney) on such terms and conditions as it shall see fit which delegation shall not preclude either the subsequent exercise of such power, authority or discretion by the Lender or the Receiver itself or any subsequent delegation or revocation thereof

Please see Continuation Sheet 5

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Particulars of a mortgage or charge

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Short particulars	<p>Continuation Sheet 5</p> <p>DEFINITIONS</p> <p>In this form MG01</p> <p>"Accounts" means all present and future banking accounts (current, deposit or other) of the Chargor situate in any jurisdiction opened or maintained with any bank or financial institution, all monies from time to time standing to the credit thereof and the debts represented by them</p> <p>"Assigned Agreements" means the agreements (if any) brief details of which are specified in Schedule 6 to the Debenture</p> <p>"Charged Assets" means all the property, assets and income of the Chargor which from time to time are the subject of the security created or expressed to be created in favour of the Lender by or pursuant to the Debenture</p> <p>"Chattels" means any plant, machinery, office equipment, computers, vehicles and other chattels (excluding any for the time being forming part of the Chargor's stock in trade or work in progress)</p> <p>"Credit Agreement" means the agreement constituted by the Chargor's acceptance of the terms of a facility letter from the Lender to the Chargor dated on or about the date of the Debenture offering a £774,580 47 term loan facility to the Chargor and accepted by the Chargor on or about the date of the Debenture</p> <p>"Debts" means any book and other debts (including any inter-company loans) and other monies now or hereafter due or owing or to become due or owing to the Chargor on any account whatsoever and whether actual or contingent and including cash at bank and any proceeds thereof and whether or not the same would or shall be entered into the books of the Chargor, and includes any monies or proceeds for the time being and from time to time payable to or receivable or received by the Chargor in respect of any of the Charged Assets or in respect of a disposal, collection or other realisation of any of the Charged Assets or claims or monies deriving from or in relation to any court order or judgment, any contract or agreement to which the Chargor is a party, and compensation under the provisions of any legislation or otherwise</p> <p>"Enforcement Event" means the occurrence of an Event of Default or the Secured Obligations having become immediately payable under any Finance Document or the making of a demand for payment of the Secured Obligations pursuant to Clause 2 of the Debenture</p> <p>"Finance Documents" means the Credit Agreement and the Debenture</p> <p>"Floating Charge Assets" means all the Charged Assets in Clause 1 3 above</p> <p>"Insurance Policy" means any contract or policy of insurance (including a cover note) in which the Chargor may from time to time have an interest including the Chargor's interest in any insurances taken out by any other person in the joint names of itself and the Chargor</p> <p>"Intellectual Property Rights" means all existing and future know-how, patents, trade marks, service marks, designs, business names, topographical or similar rights, copyrights, design rights, moral rights, inventions, confidential information, know-how and other intellectual property rights and interests (including by way of licence), whether registered or unregistered and the benefit of all applications and rights to use such assets</p> <p>"Mortgaged Properties" means all the Charged Assets in Clause 1 1 1 above and paragraphs (a) and (b) of Clause 1 1 2 above</p> <p>"Properties" means the freehold and leasehold properties brief details of which are specified in Schedule 1 of the Debenture</p> <p>"Receiver" means a receiver or receiver and manager of any part of or administrative receiver of the whole or any part of the Charged Assets</p> <p>"Security Accounts" means the Accounts (if any) brief details of which are specified in Schedule 5 of the Debenture</p> <p>"Security Interest" means any mortgage, pledge, lien, charge, assignment, hypothecation or security interest or any other agreement or arrangement having the effect of conferring security</p>

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Short particulars		



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

**COMPANY NO. 6375826
CHARGE NO. 2**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A DEBENTURE DATED 2 NOVEMBER
2012 AND CREATED BY A&A UK INVESTMENTS LIMITED FOR
SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE
COMPANY TO FRESCA GROUP LIMITED 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 2012

GIVEN AT COMPANIES HOUSE, CARDIFF THE 12 NOVEMBER
2012

DX



Companies House



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