

# MG01

## Particulars of a mortgage or charge

00886413



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

THURSDAY



A14 \*A14QGB7N\*  
15/03/2012 #265  
COMPANIES HOUSE

<b>1</b>	<b>Company details</b>	For official use
Company number	0 7 3 5 3 3 5 6	<b>Filing in this form</b> Please complete in typescript or in bold black capitals  All fields are mandatory unless specified or indicated by *
Company name in full	Discovery Distribution Limited ("the Company")	
<b>2</b>	<b>Date of creation of charge</b>	
Date of creation	d 2 d 4 m 0 m 2 y 2 y 0 y 1 y 2	
<b>3</b>	<b>Description</b>	
Description	Please give a description of the instrument (if any) creating or evidencing the charge, e.g. 'Trust Deed', 'Debenture', 'Mortgage', or 'Legal charge'  All Asset Debenture ("the Debenture") dated 24 February 2012 between the Company and Regency Factors plc ("Regency")	
<b>4</b>	<b>Amount secured</b>	
Amount secured	Please give us details of the amount secured by the mortgage or charge  "Secured Monies" – means all the monies which now or at any time in future may be owing due and/or payable (but remaining unpaid) by the Company to Regency in any manner and for any reason on any account, Secured Monies include all such monies due by the Company, either alone or jointly with any other person or on any partnership account (even though the whole of any part of such monies is represented or secured by any mortgages, guarantees, trust receipts, bills of exchange, leasing, hire or conditional sale agreements, assignments, agreements for discounting or factoring of Debts (as defined below) or any other agreements or securities) and whether or not any of them have or has fallen due or become payable and whether or not default shall have been made in respect thereof, Secured Monies also means any of the following items, whether now or in the future  (continued)	
		<b>Continuation page</b> Please use a continuation page if you need to enter more details

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## Particulars of a mortgage or charge

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### 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	Regency Factors plc
Address	2 Regency Chambers, Jubilee Way
	Bury
Postcode	B L 9 0 J W
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

Short particulars

1 As security for the payment of the Secured Monies, the Company with full title guarantee gave the following mortgages and charges in Regency's favour, namely

(a) a legal mortgage on the Properties (as defined below) (if any) specified in Schedule 2 to the Debenture, a copy of which is (if relevant) attached to this form MG01,

(b) a legal mortgage on all Properties (as defined below) (if any) (other than any Properties (as defined below) specified in Schedule 2 to the debenture) now owned by the Company or in which the Company has an interest,

(c) a fixed charge on all of the following assets, whether now or in future belonging to the Company

I the freehold and leasehold Properties (as defined below) of the Company not effectively mortgaged under this clause including such as may hereafter be acquired,

II all fixtures and fittings (including trade fixtures and fittings) and fixed plant and machinery in, on or attached to the property subject to the legal mortgages under this clause and all spare parts, replacements, modifications and additions for or to the same,

III any other freehold and leasehold property which the Company shall own together with all fixtures and fittings (including trade fixtures and fittings) and fixed plant and machinery in, on or attached to such property and all spare parts, replacements, modifications and additions for or to the same,

IV all Equipment (as defined below) (if any) listed in Schedule 4 to the Debenture (if relevant attached to this form MG01) and the benefit of all contracts and warranties relating to the same,

V all Equipment (as defined below) , (other than Equipment specified in Schedule 4 to the Debenture) (if relevant attached to this form MG01) , and the benefit of all contracts and warranties relating to the same,

VI all their goodwill, unpaid and/or uncalled capital,

VII all their Intellectual Property (as defined below) ,

VIII all their Securities (as defined below) ,

IX all loan capital, indebtedness or liabilities on any account or in any manner owing to the Company from any Subsidiary (as defined below) of theirs or a member of their Group (as defined below),

X all amounts realised by an administrator or liquidator of theirs, upon enforcement or execution of any order of the Court under Part IV of the Insolvency Act 1986

#### Continuation page

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

(continued)

# MG01

## Particulars of a mortgage or charge

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

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

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

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

Commission allowance  
or discount

### 8 Delivery of instrument

You must deliver the original instrument (if any) creating or evidencing the charge and these prescribed particulars to the Registrar of Companies within 21 days after the date of creation of the charge (section 860) If the property is situated and the charge was created outside the United Kingdom (UK), you must deliver the information to the Registrar within 21 days after the date on which the instrument could have been received in the UK in the normal course of post and assuming you had posted it promptly (section 870)

We will accept a verified copy of the instrument creating the charge where the property charged is situated and the charge was created outside the UK (section 866) The company or the person who has delivered the copy to the Registrar must verify it to be a correct copy and sign it Where a body corporate gives the verification, an officer of that body must sign it We will also accept a verified copy where section 867(2) applies (property situated in another part of UK)

### 9 Signature

Please sign the form here

Signature

Signature

X *John Fearn*

X

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

# 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 John Farrell

Company name Regency Factors plc

Address 2 Regency Chambers

Jubilee Way

Post town Bury

County/Region Lancashire

Postcode B L 9 0 J W

Country UK

DX

Telephone



### 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](http://www.companieshouse.gov.uk) or email [enquiries@companieshouse.gov.uk](mailto: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](http://www.companieshouse.gov.uk)**

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## Particulars of a mortgage or charge

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### Amount secured

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

Amount secured

(a) all monies due or payable under the Agreement (if any) or by virtue of any guarantee or indemnity given by the Company to Regency,  
(b) all advances which Regency has made or shall make to the Company,  
(c) any indebtedness now or hereafter to be incurred by Regency for the Company or at the their request, including all monies which Regency shall pay or become liable to pay for or on account of the Company or any other person at the their request or order or under the their authority, either alone or jointly with any other person and whether or not by any of the following  
(i) Regency making direct advances, or  
(ii) Regency drawing, accepting, endorsing, paying or discounting any Remittance (as defined below), or  
(iii) Regency entering into any bond, guarantee, indemnity or letter of credit, or  
(iv) Regency confirming orders, or  
(v) Regency otherwise accepting any other liability for the Company or on the their behalf,  
(d) all monies which Regency can charge to the Company and all costs charges and expenses incurred by Regency following default in payment of any such monies or of breach by the Company of any of the provisions of this deed  
(e) the charges of surveyors and/or solicitors instructed by Regency in connection with any part of the Mortgaged Property (as defined below)  
(f) all costs and charges and expenses which we may from time to time incur in  
(vi) stamping, perfecting, registering or enforcing this security, or  
(vii) the negotiations for the preparation and execution of this deed, and the Agreement or any guarantee, indemnity, priority arrangement, waiver or consent in respect of them, or  
(viii) obtaining payment or discharge of Secured Monies, or  
(ix) paying any rent, rates, taxes or outgoings for the Mortgaged Property (as defined below) , or  
(x) insuring, repairing, maintaining, managing or realising any part of the Mortgaged Property (as defined below) , or  
(xi) the preservation or exercise of any rights under or in connection with this deed or any attempt to do so, or  
(xii) giving a discharge or release of this security, or  
(xiii) dealing with or obtaining advice about any other matter or question arising out of or in connection with this deed with the intention that we shall be afforded a full complete and unlimited indemnity against all costs, charges and expenses paid or incurred by it and whether arising directly or indirectly in respect of this security or of any other security held by Regency for the Secured Monies (as defined below),  
(g) all monies expended by any attorney appointed under clause 7 3 of the Debenture in exercising his powers,  
(h) interest on all monies due and owing to Regency at such rate as may from time to time be payable pursuant to any agreement or arrangement relating thereto

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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>(d) a fixed charge upon all or any of the following assets, whether now in existence or coming into existence in the future</p> <ul style="list-style-type: none"> <li>i all documents of title to any item of property which at any time and for any purpose has been or may be deposited with Regency,</li> <li>ii the assets mentioned in the title documents referred to in the immediately preceding sub-paragraph,</li> <li>iii any account in their name under Regency's control or operated in accordance with Regency's directions</li> </ul> <p>(e) a fixed charge on all their Non-Vesting Debts (as defined below), present and future,</p> <p>(f) a fixed charge on their Other Debts (as defined below), present and future,</p> <p>2 the Company, with full title guarantee, hereby charge to Regency by way of first floating charge as a continuing security for the payment and discharge of the Secured Monies their undertaking and all their property, assets and rights whatsoever and wheresoever both present and future other than any property or assets from time to time effectively charged by way of legal mortgage or fixed charge or assignment pursuant to clause 1 above or otherwise pursuant to this deed but including (without limitation and whether or not so effectively charged) any of their property and assets situated in Scotland</p> <p><b>Restrictions on Dealing</b></p> <p>3 The Company agrees with Regency that, whilst this security exists, they</p> <ul style="list-style-type: none"> <li>(a) will deal with the Non-Vesting Debts and their Associated Rights (as defined below) as if they were Debts and their Associated Rights purchased by Regency under the Agreement and in particular will not bank or deal with Remittances in respect of them except by dealing with them in accordance with the Agreement,</li> <li>(b) will not sell, transfer, lease, licence or dispose of the Mortgaged Property (as defined below) subject to the floating charges herein, except by way of sale at full value in the ordinary course of its business now being carried on,</li> <li>(c) will not sell, transfer, lease, license or dispose of the Mortgaged Property (as defined below) subject to the fixed charges herein without Regency's prior written consent but such restriction shall not prohibit the disposal of an asset (other than freehold or leasehold property) for the purpose of its immediate replacement, modification, repair and/or maintenance,</li> <li>(d) will collect their Other Debts in the ordinary course of their business as agent for Regency in a proper and efficient manner and pay into such account as we may from time to time specify all moneys which the Company may receive in respect of the Other Debts forthwith on receipt, the Company acknowledge that the Company may not, without Regency's prior written consent, withdraw any such moneys from such account or compromise, compound, vary, discharge, postpone or release any of the Other Debts or waive their right of action in connection therewith or do or omit to do anything which may delay or prejudice the full recovery thereof,</li> <li>(e) in addition to any other restrictions contained in this clause 3 will only deal with the Equipment (as defined below) subject to the charge contained in clause 1(c) IV on the following terms <ul style="list-style-type: none"> <li>(i) will not dispose, lease or otherwise deal with such Equipment (as defined below) until the Company have applied for Regency's consent in the form set out in Part 1 of Schedule 5 of the Debenture, and received consent in the form set out in Part 2 of Schedule 5 of the Debenture, and</li> <li>(ii) will pay any monies received from the disposition, leasing or other dealing permitted by Regency in accordance with paragraph (a) above into such bank account under Regency's control as Regency may specify or as otherwise directed by Regency,</li> </ul> </li> </ul> <p style="text-align: right;">(continued)</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>(f) will execute an assignment of their Other Debts in Regency's favour in such form as Regency requires, whenever Regency so demands,</p> <p>(g) will not, charge, sell, discount, factor, dispose of or, except in accordance with the Debenture, otherwise deal with their Other Debts unless the Company has Regency's prior written consent,</p> <p>(h) will authorise their bankers from time to time to provide copy statements and full particulars of all their accounts and facilities with them immediately upon Regency's request,</p> <p>(i) will provide such other information, as Regency may reasonably request regarding their affairs,</p> <p>(j) will, immediately when the Company becomes aware, provide Regency with details of any present or future litigation, arbitration or administrative proceedings in progress, pending or, to their knowledge, threatened against the Company which might have a material adverse effect on their ability to perform their obligations under this deed,</p> <p>(k) will permit Regency free access at all reasonable times to inspect and take copies of and extracts from their books, accounts and records and such other documents as we may require and will provide Regency with all information and facilities which we may require,</p> <p>(l) will grant Regency or their solicitors on request all reasonable facilities to enable Regency or them to carry out, at their expense, such investigation of title to the Mortgaged Property (as defined below) and enquiries about it as would be carried out by a prudent mortgagee,</p> <p>(m) will use their best endeavours to detect any infringement of their rights to the Intellectual Property (as defined below) , if aware of such infringement, will immediately give Regency all information available to the Company about such infringement and will commence and diligently prosecute (or permit Regency in their name but at their expense to commence and prosecute) all proceedings necessary to prevent such infringement or to recover damages,</p> <p>(n) will do everything needed to ensure that the Intellectual Property (as defined below) , to which the Company are or may become entitled, is valid and subsisting and remains owned by the Company and will take all such actions and proceedings as are necessary to protect such Intellectual Property (as defined below) , if any such Intellectual Property (as defined below) shall at any time lapse or become void, will do everything necessary to restore such Intellectual Property (as defined below) to the Company,</p> <p>(o) will comply in all material respects with all laws concerning the Mortgaged Property (as defined below) and every notice, order, direction, licence, consent, permission lawfully made or given in respect of it and likewise with the requirements of any competent authority,</p> <p>(p) will duly and promptly pay all monies which may become due in respect of any of the Securities (as defined below) , (it being acknowledged by the Company that Regency shall not incur any liability whatsoever for such monies,)</p> <p>(q) forthwith upon the execution of the Debenture will deposit with Regency all certificates or documents of title in respect of the Securities (as defined below), together as appropriate with duly executed instruments of transfer or assignments thereof in blank, (it being acknowledged that Regency shall at any time be entitled to have any of the Securities (as defined below) registered either in Regency's name or the name of any nominee(s) selected by Regency,)</p> <p>(r) will ensure the delivery or payment to Regency of all stocks, shares, Securities (as defined below) , rights, monies or other property accruing, offered or issued at any time by way of bonus, redemption, exchange, purchase, substitution, conversion, preference, option or otherwise in respect of any Securities (as defined below) or the certificates or other documents of title to or representing the same, together with executed instruments of transfer or assignments in blank, (it being acknowledged that we may arrange for any of them to be registered either in Regency's name or the name of any nominee(s) selected by Regency),</p> <p>(continued)</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>(s) will conduct and carry on their business and procure that each of their Subsidiaries conducts and carries on its business so that its centre of main interest for the purposes of Council Regulations (EC) No 1346/2000 of 29 May 2000 on Insolvency Proceedings including, but not limited to, its headquarter functions is located at all times within England and Wales and not move its centre of main interest to any other jurisdiction without Regency's prior written consent at Regency's sole discretion or otherwise reduce in or divert from England and Wales the substantive management and control of its business or any of its Properties (as defined below) ,</p> <p>(t) (without prejudice to clauses 3(b) and 3(c) will not sell, transfer, lease licence, part with possession or dispose of or grant any interest in or relating to their goodwill including (without limitation) diverting or encouraging the diversion of any sales following orders from customers, to any of their Subsidiaries or their holding company (as defined in section 1159 of the Companies Act 2006) or any of their associates (as defined in section 435 of the Insolvency Act 1986) or any other party,</p> <p>(u) if the Company is a limited company, will not reduce their issued share capital, nor write off or release any part of such capital which is uncalled,</p> <p>(v) if the Company are an LLP, will not allow the reduction of the investment in the Company by their Partners (as defined below),</p> <p>(w) will affix to the fixed plant and machinery (and/or such part of the Mortgaged Property (as defined below) as we may require from time to time) a fireproof notice stating Regency's interest in or to such plant and machinery or Mortgaged Property (as defined below)</p> <p>Note - Definitions</p> <p>"Agreement" - means any factoring agreement or other agreement for the sale and purchase of Debts and/or any other type of agreement between you and us (including without limitation the agreement details of which are set out in Schedule 1 to the Debenture from time to time), and any amendments or alterations to it or them and any replacements for or supplements to the same from time to time</p> <p>"Associated Rights" – means, in relation to any Debt or Returned Goods(as defined below), any of (1) the Supplier's rights as an unpaid seller or under the Contract (as defined below) (without any obligation on the Factor (as defined below) in relation to the Contract), (2) all evidence (documentary or otherwise) relating to any Contract, (3) the benefits of any policy of credit, export or any other insurance, (4) all Remittances (as defined below), securities or assurances, (5) the rights of provision of any ledger and any company data, (6) all Returned Goods and proceeds of sale thereof, (7) all or any applicable charges and/or duties, (8) the right to recover any sum representing the substituted amount of any Debt following any variation to such Debt, whether by assessment, determination or otherwise</p> <p>"Contract" – means any contract between the Supplier and a Debtor for the hiring or sale of goods, or the supply of services or work done and materials supplied</p> <p>"Debt" – means any present, future or contingent payment obligation of a Debtor to the Supplier in respect of any Contract together with the Associated Rights thereto, or where applicable, any part of any such obligation or Associated Rights including any Value Added Tax</p> <p>"Debtor" – means any person, partnership or corporation having a place of business in the Defined Territories (as defined below) to whom the Supplier in the ordinary course of its business has entered into a Contract</p> <p>"Defined Territories"- means the United Kingdom, or such other countries or territories as may from time to time be agreed in writing between the Supplier and the Factor</p> <p>(continued)</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

"Equipment" - means machinery, Equipment, furniture, furnishings, fittings and fixtures and other tangible personal property (other than Inventory), including, without limitation, data processing hardware and software, motor vehicles, aircraft, dies, tools, jigs and office Equipment (as defined below), together with all present and future additions thereto, replacements or upgrades thereof, components and auxiliary parts and supplies used or to be used in connection therewith and all substitutes for any of the foregoing, and all manuals, drawings, instructions, warranties and rights with respect thereto wherever any of the foregoing is located and any other asset which would be treated as a fixed asset under GAAP

"Factor" - means Regency

"Group" - means in relation to any company, that company, its Subsidiaries, its holding company (as defined in Section 1159 of the Companies Act 2006) and the Subsidiaries of that holding company

"Intellectual Property" - means all patents (including applications, improvements, prolongations, extensions and right to apply therefor) designs (whether registered or unregistered) copyrights, design rights, trade marks and service marks (whether registered or unregistered) utility models, trade and business names, know-how, formulae, inventions, confidential information, trade secrets and computer software programs and systems (including the benefit of any licences or consents relating to any of the above) and all fees, royalties or other rights derived therefrom or incidental thereto in any part of the world

"Mortgaged Property" - means the subject matter of the mortgages and charges (or any part of them, if the context so allows) created by this deed and set out at clause 4 of the Debenture and section 6 of the form MG01

"Non Vesting Debts" - means all or any Debts purchased or purported to be purchased by us pursuant to the Agreement but which fail to vest absolutely and effectively in us for any reason, together with the Associated Rights to such Debts

"Other Debts" - all sums due and owing or accruing due and owing to you whether or not on account of your trading both present and future except

(a) Non-Vesting Debts, and

(b) any Debts whilst they remain absolutely and effectively vested in or held on trust for us under the Agreement and whether such vesting results from a legal or equitable assignment

"Partner" - means, in respect of an LLP, any member, designated member or partner

"Properties" - means all or any of the same, as the context requires

"Remittances" - means cash, cheques, bills of exchange, negotiable and non-negotiable instruments, letters of credit, orders, drafts, promissory notes, electronic payments and any other instruments, methods or forms of payment or engagement

"Returned Goods" - means goods, services, hiring or services provided with materials supplied that are the subject to a contract

"Securities" - means all stocks, shares, bonds and securities of any kind whatsoever and whether marketable or otherwise and all other interests (including but not limited to loan capital) both present and future held by you in any person and includes all allotments, rights, benefits and advantages whatsoever at any time accruing, offered or arising in respect of or incidental to the same and all money or property offered at any time by way of dividend, conversion, redemption, bonus, preference, option or otherwise in respect thereof

(continued)

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### Particulars of a mortgage or charge

<b>6</b>	<b>Short particulars of all the property mortgaged or charged</b>
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Please give the short particulars of the property mortgaged or charged
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Short particulars

"Subsidiary" - means

(a) a subsidiary within the meaning of Section 1159 of the Companies Act 2006, and

(b) unless the context otherwise requires, a subsidiary undertaking within the meaning of Section 1162 of the Companies Act 2006

"Supplier" – means the Company

(continued)



## **CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE**

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

**COMPANY NO. 7353356  
CHARGE NO. 2**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES  
HEREBY CERTIFIES THAT AN ALL ASSETS DEBENTURE  
DATED 24 FEBRUARY 2012 AND CREATED BY DISCOVERY  
DISTRIBUTION LIMITED FOR SECURING ALL MONIES DUE OR  
TO BECOME DUE FROM THE COMPANY TO REGENCY  
FACTORS PLC 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  
15 MARCH 2012

GIVEN AT COMPANIES HOUSE, CARDIFF THE 21 MARCH 2012

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*Companies House*  
— for the record —



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES