

MG01

Particulars of a mortgage or charge

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LASERFORM

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 register particulars of a charge on a company. To do this, use form MG01s

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08/07/2011

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COMPANIES HOUSE

For official use

1

**Company details**

Company number

0 7 5 5 1 8 9 0

Company name in full

Dunedin Claret Midco Limited ("Midco")



**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

0 1 0 7 2 0 1 1

3

**Description**

Please give a description of the instrument (if any) creating or evidencing the charge, e.g. 'Trust Deed', 'Debenture', 'Mortgage', or 'Legal charge'

Description

GUARANTEE AND DEBENTURE (the "Guarantee and Debenture")

4

**Amount secured**

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

Amount secured

All present and future indebtedness, moneys, obligations and liabilities of each Obligor (including the Chargors) and each member of the Group to any of the Subordinated Creditors, in whatever currency denominated, whether actual or contingent, whether owed jointly or severally or as principal or as surety or in some other capacity and whether or not any of the Subordinated Creditors were an original party to the relevant transaction and in whatever name or style, including all interest, discount, commission and fees for which any of them may be or become liable to the Subordinated Security Agent, together with all Expenses and all interest under Clause 2.2 (Interest) of the Guarantee and Debenture,

(See continuation sheet C1)

**Continuation page**

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

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## Particulars of a mortgage or charge

4	Amount secured	
	Please give us details of the amount secured by the mortgage or charge	
Amount secured	<p>(the "<b>Secured Liabilities</b>").</p> <p>Where</p> <p><b>"Additional Chargor"</b> means a company which becomes an Additional Chargor in accordance with Clause 26 (<i>Changes to the Chargors</i>) of the Guarantee and Debenture,</p> <p><b>"Bidco"</b> means Dunedin Claret Bidco Limited,</p> <p><b>"Charged Property"</b>: means all the assets of each Chargor which from time to time are the subject of any security created or expressed to be created in favour of the Subordinated Security Agent by or pursuant to the Guarantee and Debenture,</p> <p><b>"Chargor"</b>: means an Original Chargor or an Additional Chargor, unless it has ceased to be a Chargor in accordance with Clause 26 (<i>Changes to the Chargors</i>) of the Guarantee and Debenture,</p> <p><b>"Delegate"</b> means any person appointed by the Subordinated Security Agent or any Receiver pursuant to Clauses 15 2 to 15 4 (<i>Delegation</i>) of the Guarantee and Debenture and any person appointed as attorney of the Subordinated Security Agent and/or any Receiver or Delegate,</p> <p><b>"Expenses"</b>: means all costs (including legal fees), charges, expenses and damages sustained or incurred by the Subordinated Security Agent or any Receiver or Delegate at any time in connection with the Charged Property or the Secured Liabilities or in taking, holding or perfecting the Guarantee and Debenture or in protecting, preserving, defending or enforcing the security constituted by the Guarantee and Debenture or in exercising any rights, powers or remedies provided by or pursuant to the Guarantee and Debenture (including any right or power to make payments on behalf of any Chargor under the terms of the Guarantee and Debenture) or by law in each case on a full indemnity basis,</p> <p><b>"Group"</b> means the group comprising the Parent and each of its subsidiaries from time to time, and <b>"member of the Group"</b> shall be construed accordingly,</p> <p><b>"Lender"</b>. means HSBC Bank plc;</p> <p><b>"Loan Note Holders"</b> means the Series A Loan Note Holders and the Series B Loan Note Holders,</p> <p><b>"Loan Note Instrument"</b> means the Series A Loan Note Instrument and the Series B Loan Note Instrument,</p> <p><b>"Loan Notes"</b> means the Series A Loan Notes and the Series B Loan Notes,</p> <p><b>"Obligor"</b> means the Parent and any of its Subsidiaries (including the Chargors) which is a party to a Subordinated Document,</p> <p><b>"Original Chargors"</b>: means the Parent, Midco and Bidco and each an</p>	

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## Particulars of a mortgage or charge

4	Amount secured	
	Please give us details of the amount secured by the mortgage or charge	
Amount secured	<p><b>"Original Chargor",</b></p> <p><b>"Parent":</b> means Dunedin Claret Limited,</p> <p><b>"Receiver"</b> means a receiver, receiver and manager or administrative receiver of the whole or any part or parts of the Charged Property,</p> <p><b>"Series A Loan Note Holders"</b> means the holders of Series A Loan Notes from time to time,</p> <p><b>"Series B Loan Note Holders"</b> means the holders of Series B Loan Notes from time to time,</p> <p><b>"Series A Loan Note Instrument":</b> means the instrument of Midco pursuant to which the Series A Loan Notes are, or are to be, constituted,</p> <p><b>"Series B Loan Note Instrument":</b> means the instrument of Midco pursuant to which the Series B Loan Notes are, or are to be, constituted;</p> <p><b>"Series A Loan Notes":</b> means the £25,240,348 Series A Secured Eurobonds of £1 00 each due 31 December 2018 of Midco;</p> <p><b>"Series B Loan Notes"</b> means the £1,500,000 Series B Secured Eurobonds of £1 00 each due 31 December 2018 of Midco,</p> <p><b>"Subordinated Creditors"</b> means the Loan Note Holders and the Subordinated Security Agent;</p> <p><b>"Subordinated Documents"</b> means:</p> <ul style="list-style-type: none"> <li>(a) the Loan Notes,</li> <li>(b) the Loan Note Instruments,</li> <li>(c) the Subordinated Security Documents, and</li> <li>(d) any other document from time to time evidencing any loan made by the Subordinated Creditors (or any of them) to any Obligor,</li> </ul> <p><b>"Subordinated Security Agent"</b> means DCG Nominees Limited (registered number 07196683) having its registered office at Dukes Court, 32 Duke Street, St James's London SW1Y 6DF as agent and security trustee for itself and each of the Loan Note Holders,</p> <p><b>"Subordinated Security Documents"</b> means:</p> <ul style="list-style-type: none"> <li>(a) the Guarantee and Debenture, and</li> <li>(b) any accession deed to the Guarantee and Debenture,</li> </ul> <p>together with any other documents granted by any Obligor in favour of the</p>	

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Particulars of a mortgage or charge

4

### Amount secured

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

Amount secured

Subordinated Creditors (or any of them) with the prior written consent with the Lender confirming or evidencing any charge, guarantee or other assurance against financial loss for, or in respect of, the Secured Liabilities or any of them; and

**"Subsidiary"**: means a subsidiary within the meaning of Section 1159 of the Companies Act 2006

Terms defined in parts 1 and 3 of this form MG01 shall have the same meaning in this part 4.

**MG01**

## Particulars of a mortgage or charge

**5 Mortgagee(s) or person(s) entitled to the charge (if any)**

Please give the name and address of the mortgagee(s) or person(s) entitled to the charge

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

Name DCG Nominees Limited (as subordinated security agent)

Address Dukes Court, 32 Duke Street

St James's, London

Postcode S W 1 Y 6 D F

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 Each Chargor, as security for the payment, performance and discharge of all the Secured Liabilities, charges in favour of the Subordinated Security Agent for the benefit of an on behalf of itself and the Subordinated Creditors by way of a first legal mortgage all of that Chargor's right, title and interest in and to the freehold, commonhold and leasehold property now vested in it (including, but not limited to, the freehold, commonhold and leasehold property (if any) specified in Schedule 2 (Real Property) to the Guarantee and Debenture)
- 2 Each Chargor, as security for the payment, performance and discharge of all the Secured Liabilities, charges in favour of the Subordinated Security Agent by way of first fixed charge all of that Chargor's right, title and interest in and to the following assets, both present and future
  - 2 1. all estates or interests in any freehold, commonhold or leasehold property (other than such property effectively mortgaged under Clause 5.1 of the Guarantee and Debenture),
  - 2 2 all licences held by it to enter upon or use land and/or to carry on the business carried on upon that land and all agreements relating to land to which it is a party or otherwise entitled,
  - 2 3 where any Mortgaged Property is leasehold property, any right or interest arising by virtue of any enfranchising legislation (including, but not limited to, the Leasehold Reform Act 1967 and the Leasehold Reform Housing and Urban Development Act 1993 but excluding Part II of the Landlord and Tenant Act 1954) which confers upon a tenant of property whether individually or collectively with other tenants of that or other properties the right to acquire a new lease of that property or to acquire,  
(See continuation sheet C2)

**MG01 - continuation page**  
**Particulars of a mortgage or charge**

6	<b>Short particulars of all the property mortgaged or charged</b>	
	Please give the short particulars of the property mortgaged or charged	
Short particulars	<p>or require the acquisition by a nominee of, the freehold or any intermediate reversionary interest in that property;</p> <p>2 4 any amounts owing to it by way of rent, licence fee, service charge, dilapidations, ground rent and/or rent charge in respect of any Mortgaged Property or Premises,</p> <p>2 5 all fixed and other plant and machinery, computers, vehicles, office equipment and other chattels in its ownership or possession (but excluding any of those items to the extent that they are part of its stock in trade);</p> <p>2 6 all Insurances, including all claims, the proceeds of all claims and all returns of premium in connection with Insurances,</p> <p>2 7 all book debts and all other debts or monetary claims (including all choses in action which may give rise to a debt or monetary claim), all proceeds thereof and, in each case, any cheque, bill, note, negotiable instrument or other document representing the same,</p> <p>2 8. all moneys from time to time deposited in or standing to the credit of any bank account with any bank or financial institution (including, without limitation, any rent deposit given to secure liabilities in relation to land and any retention or similar sum arising out of a construction contract or any other contract (and, in each case, any cheque, bill, note, negotiable instrument or other document representing the same)), together with all moneys from time to time deposited in or standing to the credit of any Realisation Account;</p> <p>2 9. all Securities and their Related Rights,</p> <p>2.10 all of its goodwill and uncalled capital,</p> <p>2 11 all Intellectual Property;</p> <p>2 12 all Authorisations (statutory or otherwise) held in connection with its business or the use of any Charged Property and the right to recover and receive all compensation which may be payable in respect of them,</p> <p>2 13 each of the Specified Contracts, together with:</p> <p>2 13 1 all contracts, guarantees, appointments, warranties and other documents to which it is a party or in its favour or of which it has the benefit relating to any letting, development, sale, purchase or the operation of any Mortgaged Property or Premises,</p> <p>2 13 2. all agreements entered into by it or of which it has the benefit under which credit of any amount is provided to any person,</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>2 13 3 all contracts for the supply of goods and/or services by or to it or of which it has the benefit (including, without limitation, any contracts of hire or lease of chattels), and</p> <p>2 13 4 any currency or interest swap or any other interest or currency protection, hedging or financial futures transaction or arrangement entered into by it or of which it has the benefit (whether entered into with the Subordinated Security Agent or any other person),</p> <p>including, in each case, but without limitation, the right to demand and receive all moneys whatsoever payable to or for its benefit under or arising from any of them, all remedies provided for in any of them or available at law or in equity in relation to any of them, the right to compel performance of any of them and all other rights, interests and benefits whatsoever accruing to or for its benefit arising from any of them</p> <p>3 Each Chargor, as security for the payment, performance and discharge of all the Secured Liabilities, assigns to the Subordinated Security Agent for the benefit of an on behalf of itself and the Subordinated Creditors absolutely by way of a first legal assignment all of that Chargor's right, title and interest in and to the Acquisition Agreement, the Structural Intra-group Loans, the Hedging Agreement and any policies relating to the Insurances</p> <p>4 Each Chargor, as security for the payment, performance and discharge of all the Secured Liabilities, charges in favour of the Subordinated Security Agent for the benefit of an on behalf of itself and the Subordinated Creditors by way of a first floating charge the whole of its undertaking and assets, present and future, including all of its stock in trade and all assets of that Chargor not otherwise validly and effectively mortgaged, charged or assigned (whether at law or in equity) by way of fixed security pursuant to Clause 5 (<i>Fixed Security</i>) of the Guarantee and Debenture</p> <p>5 The provisions of paragraph 14 of Schedule B1 to the Insolvency Act 1986 shall apply to the floating charge created pursuant to Clause 6 1 (<i>Creation of Floating Charge</i>) of the Guarantee and Debenture</p> <p>6 Without limiting any other rights conferred on the Subordinated Security Agent by law or by any other agreements entered into with any Chargor, the Subordinated Security Agent may (but shall not be obliged to) set off any matured obligation due from any Chargor under the Guarantee and Debenture (to the extent beneficially owned by the Subordinated Security Agent) against any obligation (whether matured or not) owed by the Subordinated Security Agent to that Chargor, regardless of the place of payment, booking branch or currency of either obligation. If the obligations are in different currencies, the Subordinated Security Agent may convert either</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>obligation at a market rate of exchange in its usual course of business for the purpose of the set-off. If the obligation owed by the Subordinated Security Agent is unliquidated or unascertained, the Subordinated Security Agent may set off in an amount estimated by it in good faith to be the amount of that obligation</p> <p>Where</p> <p><b>"Acquisition Agreement"</b> has the same meaning given to such term in the Facilities Agreement,</p> <p><b>"Authorisation"</b> means an authorisation, consent, approval, resolution, licence, exemption, filing, notarisation or registration,</p> <p><b>"Facilities Agreement"</b> means the facilities agreement dated 1 July 2011 and made between, among others, (1) Bidco, (2) Midco, (3) the Parent and (4) the Lender (as amended, supplemented, extended, restated or any document replacing such agreement),</p> <p><b>"Hedging Agreement"</b>: has the meaning given to such term in the Facilities Agreement,</p> <p><b>"Insurances"</b> means the Key-man Policies and the proceeds of them and all other contracts and policies of insurance or assurance (including, without limitation, life policies and the proceeds of them) from time to time taken out by or for the benefit of any Chargor or in which any Chargor from time to time has an interest, together with all bonuses and other moneys, benefits and advantages that may become payable or accrue under them or under any substituted policy;</p> <p><b>"Intellectual Property"</b> means</p> <ul style="list-style-type: none"> <li>(a) all patents, trademarks, service marks, designs, business names, design rights, moral rights, inventions and all other registered or unregistered intellectual property rights,</li> <li>(b) all copyrights (including rights in software), database rights, domain names, source codes, brand names and all other similar registered or unregistered intellectual property rights,</li> <li>(c) all applications for intellectual property rights and the benefit of any priority dates attaching to such applications and all benefits deriving from intellectual property rights, including royalties, fees, profit sharing agreements and income from licences,</li> <li>(d) all know-how, confidential information and trade secrets, and</li> <li>(e) all physical material in which any intellectual property might be incorporated,</li> </ul> <p>including, without limitation, any of the same specified in Schedule 4</p>	



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## Particulars of a mortgage or charge

6	Short particulars of all the property mortgaged or charged
Short particulars	<p data-bbox="325 374 1035 403">Please give the short particulars of the property mortgaged or charged</p> <p data-bbox="325 472 1190 499"><i>(Intellectual Property)</i> to the Guarantee and Debenture,</p> <p data-bbox="325 533 1503 707"><b>"Key-man Policies"</b> means each of the key-man policies of life insurance or life assurance from time to time taken out by or for the benefit of any Chargor or assigned to any Chargor or in which any Chargor from time to time has an interest in respect of the death or disability or critical illness of the individuals specified in Schedule 3 (<i>Key-man Policies</i>) to the Guarantee and Debenture,</p> <p data-bbox="325 745 1503 862"><b>"Mortgaged Property"</b> means any freehold, commonhold or leasehold property the subject of the security constituted by the Guarantee and Debenture and references to any <b>"Mortgaged Property"</b> shall include references to the whole or any part or parts of it,</p> <p data-bbox="325 898 1503 954"><b>"Premises"</b> means all buildings and erections from time to time situated on or forming part of any Mortgaged Property,</p> <p data-bbox="325 990 1503 1162"><b>"Realisation Account"</b> means the interest bearing blocked deposit account opened or to be opened by any Chargor with the Lender on or before the date of the Guarantee and Debenture and/or (where the context permits) any account from time to time substituted for or additional to the same (including in each case such account as redesignated and/or renumbered from time to time,</p> <p data-bbox="325 1198 1503 1406"><b>"Related Rights"</b> means, in relation to the Securities, all dividends, interest, benefits, property, rights, accretions, moneys, advantages, credits, rebates, refunds (including rebates and refunds in respect of any tax, duties, imposts or charges) and other distributions paid or payable in respect of the Securities, whether by way of bonus, capitalisation, conversion, preference, option, substitution, exchange, redemption or otherwise,</p> <p data-bbox="325 1442 1503 1617"><b>"Securities"</b> means all stocks, shares, loan notes, bonds, certificates of deposit, depository receipts, loan capital indebtedness, debentures or other securities from time to time legally or beneficially owned by or on behalf of any Chargor, including, without limitation, any of the same specified in Schedule 5 (<i>Securities</i>) to the Guarantee and Debenture, being</p> <ul style="list-style-type: none"> <li data-bbox="325 1653 1366 1680">(i) the entire issued share capital of Midco held by the Parent;</li> <li data-bbox="325 1715 1355 1742">(ii) the entire issued share capital of Bidco held by Midco, and</li> <li data-bbox="325 1778 1503 1834">(iii) eighty five per cent (85%) of the entire issued share capital of Rouge 1 Limited held by Bidco,</li> </ul> <p data-bbox="325 1870 1503 2009">together with all property and rights of any Chargor in respect of any account held by or for that Chargor as participant, or as beneficiary of a nominee or trustee participant, with any clearance or settlement system or depository or custodian or sub-custodian or broker in the United Kingdom or elsewhere,</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

**"Specified Contracts"** means each of the contracts specified in Schedule 6 (*Specified Contracts*) to the Guarantee and Debenture, being

- (1) the share and purchase agreement dated on or about the date of the Guarantee and Debenture and made between, among others, (1) the Vendors (as defined in the Facilities Agreement and (2) Bidco in relation to the sale and purchase of the share capital of Rouge 1 Limited,
- (11) the put and call option deed between Stephen Lawrence, Midco and Bidco dated on or around the date of the Guarantee and Debenture pursuant to which Midco will acquire from Stephen Lawrence the 2012 Roll Up Loan Notes (as defined in the Facilities Agreement) issued by Bidco, and
- (111) the put and call option deed between Stephen Lawrence, Midco and the Parent dated on or around the date of the Guarantee and Debenture pursuant to which the Parent will acquire from Stephen Lawrence the 2012 Roll Up Loan Notes (as defined in the Facilities Agreement) issued by Midco; and

**"Structural Intra-group Loans"** has the same meaning given to such term in the Facilities Agreement

Terms defined in parts 1, 3 and 4 of this form MG01 shall have the same meaning in this part 6

# 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

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 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 *Dickson Mento*

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 **Christine McFadyen**

Company name **Dickson Minto W S**

Address **16 Charlotte Square**

Post town **Edinburgh**

County/Region **Midlothian**

Postcode **E H 2 4 D F**

Country **United Kingdom**

DX **DX 199 Edinburgh**

Telephone **0131 225 4455**



### 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)**



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

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

**COMPANY NO. 7551890  
CHARGE NO. 1**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES  
HEREBY CERTIFIES THAT A GUARANTEE AND DEBENTURE  
DATED 1 JULY 2011 AND CREATED BY DUNEDIN CLARET  
MIDCO LIMITED FOR SECURING ALL MONIES DUE OR TO  
BECOME DUE FROM EACH OBLIGOR (INCLUDING THE  
CHARGORS) AND EACH MEMBER OF THE GROUP TO ANY OF  
THE SUBORDINATED CREDITORS 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 JULY 2011

GIVEN AT COMPANIES HOUSE, CARDIFF THE 13 JULY 2011



*Companies House*  
— for the record —



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES