

MG01

Particulars of a mortgage or charge



192630/143
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 NO

You cannot use this form to register
particulars of a charge on
company property. To do this,
use form MG01s

TUESDAY



A12

A12NPL69

14/02/2012

COMPANIES HOUSE

#263

for use

1

Company details

Company number 00272562

Company name in full VENT-AXIA LIMITED (the "Company")

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 03/02/2012

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 SECURITY ACCESSION DEED dated 3 February 2012 between the New Charging Companies, the
Parent and the Security Agent (the "Deed of Accession")

4

Amount secured

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

Amount secured

All money or liabilities due, owing or incurred to any Secured Party
by any Charging Company or any other Obligor under any Finance
Document as at 3 February 2012 or in the future, in any manner
whether actual or contingent, whether incurred solely or jointly
with any other person and whether as principal or surety, together
with all interest accruing thereon and including all liabilities in
connection with any notes, bills or other instruments accepted by
any Secured Party for or at the request of an Obligor and all losses
incurred by any Secured Party in connection therewith (to the
extent such losses are indemnified by or otherwise due or owing
from an Obligor under the Finance Documents) except for any
money or liability which, if it were so included, would cause the
infringement of section 678 of the Companies Act 2006 (the
"Indebtedness")

Continued on continuation page

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 GE CORPORATE FINANCE BANK SAS, LONDON BRANCH

Address 30 Berkeley Square, London as security trustee for itself

and the other Secured Parties (the "Security Agent")

Postcode W 1 J 6 E W

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 ACCESSION

The Company has agreed to be a Charging Company for the purposes of the Debenture with effect from 3 February 2012 and has agreed to be bound by all of the terms of the Debenture as if it had originally been a party to it as a Charging Company

2 CHARGING CLAUSE**2 1 Fixed Charges**

The Company, as continuing security for the payment of the Indebtedness, has charged in favour of the Security Agent with full title guarantee the following assets, both as at 3 February 2012 and in the future, from time to time owned by it or in which it has an interest

(a) by way of first legal mortgage all Material Premises (including the property specified in part 1 of schedule 1 to the Deed of Accession, as set out in part 1 of schedule 1 hereto) together with all buildings and fixtures (including trade fixtures) on those Material Premises (save that in the case of the Material Premises with title number WM521335 the mortgage shall be of whatever interest they have from time to time), and

(b) by way of first fixed charge

(i) all other interests (not charged under clause 2 3(a) of the Deed of Accession, as set out in clause 2 1(a) above) in any freehold property or leasehold property (including the property specified in part 2 of schedule 1 to the Deed of Accession, as set out in part 2 of schedule 1 hereto), the buildings and fixtures (including trade fixtures) on such property, all proceeds of sale derived therefrom and the benefit of all warranties and covenants given in respect thereof and all licences to enter upon or use land and the benefit of all other agreements relating to land,

(ii) all the Subsidiary Shares and Investments and all corresponding Distribution Rights,

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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 Ashurst LLP X

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

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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 JGILLI/LVM/LLO02 00089/23408903

Company name
Ashurst LLP

Address Broadwalk House

5 Appold Street

Post town London

County/Region

Postcode E C 2 A 2 H A

Country England

DX 639 London City

Telephone +44 (0)20 7638 1111



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

4	Amount secured	
	Please give us details of the amount secured by the mortgage or charge	
Amount secured	NOTE In this Form MG01 "Accounting Principles" means the Accounting Principles as such term is defined in the Facilities Agreement, "Acquisition Agreement" means the share sale agreement dated on or about 14 January 2012 relating to the sale and purchase of the Target Shares and made between Windmill Bidco Limited (CRN 07890207) and the Vendor, "Acquisition Documents" means the Acquisition Agreement, the Warranty Deed and any other document designated as an Acquisition Document by the Agent and the Parent, "Agent" means GE Corporate Finance Bank SAS, London Branch as agent of the other Finance Parties, "Agreed Security Principles" means the principles set out in schedule 12 (Agreed Security Principles) to the Facilities Agreement; "Assigned Agreements" means the Acquisition Documents, the Insurances and any other agreement which the Parent and the Security Agent have agreed to designate as an Assigned Agreement (or, as the case may be, listed in schedule 3 to the Deed of Accession), "Bank Account" means the Cash Collateral Accounts and the Collection Accounts, "Book Debts" means all book and other debts arising in the ordinary course of trading, "Cash Collateral Accounts" means the Holding Accounts, the Mandatory Prepayment Accounts and the Nominated Account, "Charged Property" means the assets mortgaged, charged or assigned to the Security Agent by the Deed of Accession, "Charging Companies" means the Parent, each of the companies listed in schedule 1 (Charging Companies) to the Debenture and each company which grants security over its assets in favour of the Security Agent by executing a Security Accession Deed; "Collection Accounts" means the bank accounts of the Company from time to time with any bank, financial institution or other person, including those set out in schedule 4 to the Deed of Accession, but excluding the Cash Collateral Accounts, "Debenture" means a debenture dated 14 January 2012 between, inter alia, the Parent, the Charging Companies named therein and the Security Agent, as previously supplemented and amended by earlier Security Accession Deeds (if any), "Declared Default" means an Event of Default which has resulted in the Agent exercising any of its rights under clause 28 18 (Acceleration) of the Facilities Agreement; "Delegate" means any delegate, agent, attorney or co-trustee appointed by the Security Agent, "Distribution Rights" means all dividends, distributions and other income paid or payable on an Investment or Subsidiary Share, together with all shares or other property derived from that Investment or Subsidiary Share and all other allotments, accretions, rights, benefits and advantages of all kinds accruing, offered or otherwise derived from or incidental to that Investment or Subsidiary Share (whether by way of conversion, redemption, bonus, preference, option or otherwise),	

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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

"Event of Default" means any event or circumstance specified as such in clause 28 (Events of Default) of the Facilities Agreement,

"Excluded ABN Indemnity Asset" means

(i) any monies and rights in respect of the ABN Indemnity (as such term is defined in clause 3 2 (Consideration and ABN Indemnity) of the Acquisition Agreement),

(ii) any monies which are subject to the obligations in clause 3 2 6 (Consideration and ABN Indemnity) of the Acquisition Agreement, and

(iii) any Bank Account which solely holds monies referred to in (i) and (ii) above,

"Facilities Agreement" means the facilities agreement dated 14 January 2012 under which certain lenders have made available facilities to Windmill Bidco Limited (CRN 07890207),

"Finance Documents" means the Finance Documents (including, for the avoidance of doubt, any Hedging Agreement) as such term is defined in the Facilities Agreement,

"Finance Party" means Finance Party as such term is defined in the Facilities Agreement,

"Floating Charge Asset" means an asset charged under clause 2 4 (Floating Charge) of the Deed of Accession, as set out in clause 2 2 of this Form MG01,

"Group" means the Parent and each of its Subsidiaries for the time being,

"Group Debenture" means the Group Debenture as such term is defined in the Facilities Agreement,

"Hedge Counterparty" means the Hedge Counterparty as such term is defined in the Facilities Agreement,

"Hedging Agreement" means any master agreement, confirmation, schedule or other agreement entered into or to be entered into by an Obligor and a Hedge Counterparty for the purpose of hedging interest rate liabilities risks in relation to the Term Facilities;

"Holding Account" means an account

(a) designated in a letter between the Parent and the Agent as a Holding Account; and

(b) subject to Security in favour of the Security Agent under the terms of the Group Debenture or otherwise in form and substance satisfactory to the Security Agent,

(as the same may be redesignated, substituted or replaced from time to time),

"Insurances" means all policies of insurance and all proceeds of them either as at 3 February 2012 or in the future held by, or written in favour of, the Company or in which it is otherwise interested, but excluding any third party liability or public liability insurance and any directors and officers insurance,

"Intellectual Property" means

(a) any patents, trade marks, service marks, designs, business names, copyrights, database rights, design rights, domain names, moral rights, inventions, confidential information, knowhow and other intellectual property rights and interests (which may subsist as at 3 February 2012 or in the future), whether registered or unregistered, and

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Amount secured

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

Amount secured

(b) the benefit of all applications and rights to use such assets of each member of the Group (which may subsist as at 3 February 2012 or in the future),

"Investment" means any stock, share, debenture, loan stock, security, interest in any investment fund and any other comparable investment (whether or not marketable) whether owned directly by or to the order of the Company or by any trustee, fiduciary or clearance system on its behalf (including, unless the context otherwise requires, the Subsidiary Shares),

"Mandatory Prepayment Account" means an interest-bearing account

(a) identified in a letter between the Parent and the Agent as a Mandatory Prepayment Account,

(b) subject to Security in favour of the Security Agent under the terms of the Group Debenture or otherwise in form and substance satisfactory to the Agent and Security Agent; and

(c) from which no withdrawals may be made by any members of the Group except as contemplated by the Facilities Agreement,

(as the same may be redesignated, substituted or replaced from time to time),

"Material Premises" means:

(a) the freehold and leasehold property of the Company specified in part 1 of schedule 1 to the Deed of Accession, as set out in part 1 of schedule 1 hereto, and

(b) any other freehold or leasehold property (which leasehold property comprises a leasehold interest of greater than 25 years) from time to time owned by the Company which has a market value of more than £500,000 or any other freehold or leasehold property which is otherwise material in the context of the business of the Group,

"New Charging Companies" means each of the companies listed in schedule 5 to the Deed of Accession, as set out in schedule 3 hereto,

"Nominated Account" means an account nominated by the Security Agent for the collection of proceeds from Other Debts,

"Obligor" means a Borrower or a Guarantor, as both such terms are defined in the Facilities Agreement,

"Other Debts" means the debts and claims identified in clause 2 3(b)(v) of the Deed of Accession, as set out in clause 2.1(b)(v) of this Form MG01;

"Parent" means Windmill Cleanco Limited (CRN 07889436),

"Quasi-Security" has the meaning given to that term in clause 27 14 (Negative Pledge) of the Facilities Agreement,

"Receiver" means a receiver and manager or (if the Security Agent so specifies in the relevant appointment) receiver in each case appointed under the Deed of Accession,

"Secured Parties" means the Finance Parties, any Receiver and any Delegate,

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

"Security Accession Deed" means a deed executed by a member of the Group substantially in the form set out in schedule 7 to the Debenture, with those amendments which the Security Agent

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Amount secured

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

Amount secured

may approve or reasonably require,

"Subsidiary" means any of

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

(b) a subsidiary undertaking within the meaning of section 1162 of the Companies Act 2006,

(c) in relation to any company, corporation or other legal entity (a "holding company"), a company, corporation or other legal entity

(i) which is controlled, directly or indirectly, by the holding company,

(ii) more than half the issued share capital of which is beneficially owned, directly or indirectly, by the holding company, or

(iii) which is a subsidiary of another Subsidiary of the holding company, or

(d) an entity treated as a subsidiary in the financial statements of any person pursuant to the Accounting Principles,

and, for this purpose, a company, corporation or other legal entity shall be treated as being controlled by another if that other company, corporation or other legal entity is able to determine the composition of the majority of its board of directors or equivalent body,

"Subsidiary Shares" means all shares owned by the Company in its Subsidiaries including those listed in schedule 2 to the Deed of Accession, as set out in schedule 2 hereto,

"Target" means Volution Group Limited, a company incorporated under the laws of England and Wales with registered number 05841599;

"Target Shares" means all of the shares in Target;

"Term Facility" means each Term Facility as such term is defined in the Facilities Agreement;

"Vendor" means the "Sellers" as such term is defined in the Acquisition Agreement, and

"Warranty Deed" means the Warranty Deed as such term is defined in the Acquisition Agreement

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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

- (iii) all plant and machinery, vehicles, computers, office and other equipment and the benefit of all contracts, licences and warranties relating thereto,
 - (iv) all Book Debts and all rights and claims against third parties and against any security in respect of those Book Debts,
 - (v) all debts and monetary claims (other than Book Debts) and all rights against third parties in respect of those debts and claims ("Other Debts"),
 - (vi) all monies standing to the credit of its Bank Accounts and all rights related to those accounts,
 - (vii) all its Intellectual Property,
 - (viii) all rights and interest in the Hedging Agreements,
 - (ix) the benefit of all consents and agreements held by it in connection with the use of any of its assets,
 - (x) its goodwill and uncalled capital, and
 - (xi) if not effectively assigned by clause 2 5 (Security Assignment) of the Deed of Accession, all its rights and interests in (and claims under) the Assigned Agreements,
- but in each case excluding any Excluded ABN Indemnity Asset

2 2 Floating Charge

As further continuing security for the payment of the Indebtedness, the Company has charged with full title guarantee in favour of the Security Agent by way of first floating charge all its assets both as at 3 February 2012 and in future, not effectively charged by way of first fixed charge under clause 2 3 (Fixed Charges) of the Deed of Accession, as set out in clause 2.1 above, or assigned under clause 2 5 (Security Assignment) of the Deed of Accession, as set out in clause 2 3 below, but excluding any Excluded ABN Indemnity Asset

2 3 Security Assignment

(a) As further continuing security for the payment of the Indebtedness, the Company has assigned absolutely with full title guarantee to the Security Agent all its rights, title and interest in the Assigned Agreements, provided that on payment or discharge in full of the Indebtedness the Security Agent will at the request and cost of the Company re-assign the relevant rights, title and interest in the Assigned Agreements to the Company (or as it shall direct) promptly upon such request and in a manner satisfactory to the Company (acting reasonably).

(b) Until the occurrence of a Declared Default, but subject to clause 8 7 (Assigned Agreements) of the Debenture and the terms of the Facilities Agreement, the Company may continue to deal with the counterparties to the relevant Assigned Agreements and Hedging Agreements

2 4 Conversion of Floating Charge

If

(a) a Declared Default has occurred, or

(b) the Security Agent (acting reasonably) is of the view that any legal process or execution is being enforced against any Floating Charge Asset which is (or which is together with other such assets) material in the context of the business of the Company, or that any such Floating Charge Asset is in danger of being seized or otherwise in jeopardy,

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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

the Security Agent may, by written notice to the Company, convert the floating charge created under the Deed of Accession into a fixed charge as regards those assets which it specifies in the notice (or in the case of paragraph clause 3 4(b) of the Debenture, as set out in clause 2 4(b) above, the relevant Floating Charge Assets) The Company shall promptly following a written request by the Security Agent execute a fixed charge or legal assignment over those assets in the form which the Security Agent requires, but on terms no more onerous to the Company than the Deed of Accession

2 5 Automatic Conversion of Floating Charge

If the Company creates (or purports to create) any Security (except as permitted by the Facilities Agreement or with the prior consent of the Security Agent) on or over any Floating Charge Asset which is (or which is together with other such assets) material in the context of the business of the Company, without the prior consent in writing of the Security Agent, or if any third party levies or attempts to levy any distress, attachment, execution or other legal process against any such Floating Charge Asset, the floating charge created under the Deed of Accession will automatically (without notice) and immediately be converted into a fixed charge over the relevant Floating Charge Asset

3 FURTHER ASSURANCE

3 1 General

(a) Subject to the Agreed Security Principles, the Company shall promptly (and at its own expense) do all such acts or execute all such documents (including assignments, transfers, mortgages, charges, notices and instructions) as the Security Agent may reasonably specify (and in such form as the Security Agent may reasonably require in favour of the Security Agent or its nominee(s))

(i) to perfect the Security created or intended to be created under or evidenced by the Deed of Accession or for the exercise of any rights, powers and remedies of the Security Agent or the Secured Parties provided by or pursuant to the Deed of Accession or by law,

(ii) to confer on the Security Agent or confer on the Secured Parties Security over any property and assets of the Company located in any jurisdiction equivalent or similar to the Security intended to be conferred by or pursuant to the Deed of Accession, and/or

(iii) to facilitate the realisation of the assets which are, or are intended to be, the subject of the Security created by the Deed of Accession

(b) Subject to the Agreed Security Principles, the Company shall 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 Security Agent or the Secured Parties by or pursuant to the Debenture

4. NEGATIVE PLEDGE AND DISPOSAL RESTRICTIONS

The Company may not:

(a) create or permit to subsist any Security or Quasi-Security over all or any part of the Charged Property, or

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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	(b) sell, transfer, lease or otherwise dispose of all or any part of the Charged Property (other than Floating Charge Assets on arm's length terms in the ordinary course of trading) or the right to receive or to be paid the proceeds arising on the disposal of the same, except as permitted by the Facilities Agreement or with the prior consent of the Security Agent SCHEDULES SCHEDULE 1 Part 1 - Material Premises None as at 3 February 2012 Part 2 - Other Premises None as at 3 February 2012 SCHEDULE 2 Details of Subsidiary Shares None as at 3 February 2012 SCHEDULE 3 New Charging Companies <table><tr><th>Name</th><th>Registered number</th></tr><tr><td>Darwin Bond Limited</td><td>05841596</td></tr><tr><td>Darwin Mezzanine Limited</td><td>05841595</td></tr><tr><td>Manrose Manufacturing Limited</td><td>02197755</td></tr><tr><td>Roof Units Limited</td><td>01000703</td></tr><tr><td>Torin Sifan Limited</td><td>04569050</td></tr><tr><td>Vent-Axia Group Limited</td><td>01102834</td></tr><tr><td>Vent-Axia Limited</td><td>00272562</td></tr><tr><td>Volution Finance (UK) Limited</td><td>07302508</td></tr><tr><td>Volution Group Limited</td><td>05841599</td></tr><tr><td>Volution Holdings Limited</td><td>04569313</td></tr><tr><td>Volution Limited</td><td>04569321</td></tr></table>		Name	Registered number	Darwin Bond Limited	05841596	Darwin Mezzanine Limited	05841595	Manrose Manufacturing Limited	02197755	Roof Units Limited	01000703	Torin Sifan Limited	04569050	Vent-Axia Group Limited	01102834	Vent-Axia Limited	00272562	Volution Finance (UK) Limited	07302508	Volution Group Limited	05841599	Volution Holdings Limited	04569313	Volution Limited	04569321
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CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

**COMPANY NO. 272562
CHARGE NO. 5**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A SECURITY ACCESSION DEED
DATED 3 FEBRUARY 2012 AND CREATED BY VENT-AXIA
LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME
DUE FROM ANY CHARGING COMPANY OR ANY OTHER
OBLIGOR TO ANY SECURED PARTY 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 14 FEBRUARY 2012

GIVEN AT COMPANIES HOUSE, CARDIFF THE 20 FEBRUARY
2012

OX



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES