

# MG01

## Particulars of a mortgage or charge



13 2221/13

**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 for**  
You cannot use this form to re-  
particulars of a charge for a Sc  
company. To do this, please u  
form MG01s

FRIDAY



\*LCRFCQEJ\*

L11

31/12/2010

106

COMPANIES HOUSE

### 1 Company details

Company number 0 0 9 3 2 1 3 8

Company name in full Eagle Global Logistics (UK) Limited (the "Chargor")

8 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 d1 d4 m1 m2 y2 y0 y1 y0

### 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 Fixed and floating security document (the "**Debenture**") dated 14 December 2010 between,  
amongst others, the Chargor and Law Debenture Trust Company of New York for itself and in its  
capacity as collateral agent for the benefit of the Trustee and the Holders (each as defined in the  
attached continuation sheet) and their respective successors and assigns (the "**Collateral Agent**")

### 4 Amount secured

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

Amount secured The "**Secured Obligations**", which are defined in the Debenture as  
meaning, with respect to the Chargor, any principal, interest,  
penalties, fees, indemnifications, reimbursements (including, without  
limitation, reimbursement obligations with respect to letters of credit  
and bankers' acceptances), damages and other liabilities payable  
under the documentation governing any indebtedness (other than  
fees or indemnifications in favour of the Trustee and other third  
parties other than the Holders of the obligations) under the December  
2010 Indenture and CEVA Group Plc's 8 375% senior secured notes  
due 2017 issued under the December 2010 Indenture on or after 14  
December 2010 and, for the avoidance of doubt, the Secured  
Obligations include the Guarantee

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

# 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 Law Debenture Trust Company of New York

Address 400 Madison Avenue, 4th floor, New York

United States of America

Postcode N Y 1 0 0 1 7

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 Please see attached continuation pages

## 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

Nil

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 866).

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 870). 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

Linklaters LLP

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

 <b>Presenter information</b>	
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	Paul Doe
Company name	Linklaters LLP
Address	One Silk Street
Post town	London
County/Region	London
Postcode	E C 2 Y 8 H Q
Country	UK
DX	10 LONDON / CITY
Telephone	020 7456 2000
 <b>Certificate</b>	
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.	
 <b>Checklist</b>	
<b>We may return forms completed incorrectly or with information missing.</b>	
<b>Please make sure you have remembered the following:</b>	
<input type="checkbox"/> The company name and number match the information held on the public Register	
<input type="checkbox"/> You have included the original deed with this form	
<input type="checkbox"/> You have entered the date the charge was created	
<input type="checkbox"/> You have supplied the description of the instrument	
<input type="checkbox"/> You have given details of the amount secured by the mortgagee or chargee	
<input type="checkbox"/> You have given details of the mortgagee(s) or person(s) entitled to the charge	
<input type="checkbox"/> You have entered the short particulars of all the property mortgaged or charged	
<input type="checkbox"/> You have signed the form	
<input type="checkbox"/> You have enclosed the correct fee	

 <b>Important information</b>	
Please note that all information on this form will appear on the public record.	
 <b>How to pay</b>	
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'	
 <b>Where to send</b>	
You may return this form to any Companies House address, however for expediency we advise you to return it to the appropriate address below:	
<b>For companies registered in England and Wales.</b> The Registrar of Companies, Companies House, Crown Way, Cardiff, Wales, CF14 3UZ DX 33050 Cardiff	
<b>For companies registered in Scotland:</b> 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)	
<b>For companies registered in Northern Ireland:</b> 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	
 <b>Further information</b>	

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)

**MG01 - continuation page**  
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><b>EAGLE GLOBAL LOGISTICS (UK) LIMITED 00932138</b></p> <p><b>1. FIXED CHARGES</b></p> <p>The Chargor, with full title guarantee and as security for the payment of all Secured Obligations (whether of the Chargor, or any other chargor referred to in the Debenture), charged in favour of the Collateral Agent, its successors and permitted assigns (for itself and as trustee for the ratable benefit of the Holders)</p> <p>(a) by way of legal mortgage, all Material Real Property in England and Wales (including that described in Schedule 3 (<i>Material Real Property</i>) of the Debenture) belonging to it at the date of the Debenture, subject, in the case of leasehold property, as the case may be, to the consent or waiver in Clause 6 4 (<i>Leasehold Restricting Charging</i>) of the Debenture being obtained,</p> <p>(b) by way of fixed equitable charge, all other Real Property (to the extent the same is not the subject of an effective legal mortgage under paragraph (a) above) belonging to it at the date of the Debenture and all Real Property acquired by it in the future subject, in the case of leasehold property, as the case may be, to the consent or waiver in Clause 6 4 (<i>Leasehold Restricting Charging</i>) of the Debenture being obtained, and</p> <p>(c) by way of fixed charge, all its present and future</p> <p>(i) Book Debts,</p> <p>(ii) Bank Accounts,</p> <p>(iii) Investments (including the Group Shares described in Schedule 4 (<i>Investments and Group Shares</i>) of the Debenture),</p> <p>(iv) uncalled capital,</p> <p>(v) goodwill,</p> <p>(vi) Intellectual Property (subject, as the case may be, to the consent or waiver in Clause 6 5 (<i>Intellectual Property Restricting Charging</i>) of the Debenture being obtained) (including that described in Schedule 5 (<i>Intellectual Property</i>) of the Debenture),</p> <p>(vii) plant and machinery (except that mortgaged or charged by paragraph (a) or (b) of Clause 3 of the Debenture),</p> <p>(viii) Insurances and all related proceeds, claims of any kind, returns of premium and other benefits, and</p> <p>(ix) rights, title and benefit in and to each present and future Acquisition Document (including any claim or action thereunder)</p>	CONTINUATION PAGE (1)

# MG01 - continuation page

## Particulars of a mortgage or charge

6	Short particulars of all the property mortgaged or charged	
Short particulars	Please give the short particulars of the property mortgaged or charged	
	EAGLE GLOBAL LOGISTICS (UK) LIMITED 00932138	CONTINUATION PAGE (2)
	<p><b>2. FLOATING CHARGE</b></p>	
	<p><b>2.1 Creation</b></p>	
	<p>The Chargor, with full title guarantee and as security for the payment of all Secured Obligations (whether of the Chargor or any other chargor referred to in the Debenture), charged in favour of the Collateral Agent, its successors and permitted assigns (as trustee for the ratable benefit of the Holders) by way of floating charge its undertaking and all its assets, both present and future (including assets expressed to be charged by Clause 3 (<i>Fixed charges</i>) of the Debenture or assigned by Clause 5 (<i>Assignment</i>) of the Debenture)</p>	
	<p><b>3. ASSIGNMENT</b></p>	
	<p><b>3.1 Assignment</b></p>	
	<p>The Chargor, with full title guarantee, assigned, by way of assignment, absolutely to the Collateral Agent, its successors and permitted assigns (as trustee for the ratable benefit of the Holders) all its present and future right, title and interest in and to the Assigned Contracts, including all moneys payable to the Chargor (or any other chargor referred to in the Debenture) and any claims, awards and judgments in favour of, receivable or received by the Chargor (or any other chargor referred to in the Debenture), under or in connection with pursuant to the Assigned Contracts</p>	
	<p><b>3.2 Assignment of proceeds</b></p>	
	<p>To the extent that any such right, title, interest or benefit described in Clause 5 1 (<i>Assignment</i>) of the Debenture is not assignable or capable of assignment, such assignment purported to be effected by Clause 5 1 (<i>Assignment</i>) of the Debenture shall operate as an assignment of any and all damages, compensation, remuneration, profit or income which the Chargor may derive from such Assigned Contracts or be awarded or entitled to in respect of such Assigned Contracts as continuing security for the payment, discharge and performance of the Secured Obligations (whether of the Chargor or any other chargor referred to in the Debenture) at any time owed or due to the Holders (or any of them)</p>	

# MG01 - continuation page

## 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

EAGLE GLOBAL LOGISTICS (UK) LIMITED 00932138

CONTINUATION PAGE (3)

**Note (1)** In this Form, except to the extent that the context requires otherwise

**"Acquisition Agreements"** means the Apollo Acquisition Agreement and the EGL Acquisition Agreement

**"Acquisition Documents"** means the Acquisition Agreements and any other document entered into in connection therewith, in each case as amended, supplemented or modified from time to time prior to August 13, 2007 or thereafter (so long as any amendment, supplement or modification after August 13, 2007, together with all other amendments, supplements and modifications after August 13, 2007, taken as a whole, is not more disadvantageous to the Holders of the Securities (as defined in the March 2010 Indenture) in any material respect than the Acquisition Documents as in effect on August 13, 2007)

**"Apollo Acquisition Agreement"** means that certain agreement for the sale and purchase of all the issued and outstanding shares in the capital of TNT Logistics Holdings B V and the SNCF Business, dated August 23, 2006, by and between TNT B V and UK Bidco (as defined therein)

**"Assigned Contracts"** means the contracts, agreements, instruments, notes or other documents listed in Schedule 6 (*Assigned Contracts*) of the Debenture and the Intercompany Loans

**"Bank Accounts"** of the Chargor means all current, deposit or other accounts with any bank or financial institution in which it at the date of the Debenture or in the future has an interest and (to the extent of its interest) all balances at the date of the Debenture or in the future standing to the credit of or accrued or accruing on those accounts (including interest)

**"Book Debts"** of the Chargor means all book and other debts of any nature, and all other rights to receive money (excluding Bank Accounts), at the date of the Debenture or in the future due, owing or payable to it in the ordinary course of business and the benefit of all related negotiable instruments, rights, Liens, guarantees and indemnities of any kind

**"Chargors"** means each of the companies listed in Schedule 1 of the Debenture

**"Company"** means CEVA Group Plc

**"December 2010 Indenture"** means the indenture dated 14 December 2010 between, amongst others, the Company, the Guarantors listed in the December 2010 Indenture and the Trustee

**"EGL Acquisition Agreement"** means that certain agreement and plan of merger, dated as of May 24, 2007, among the Company, CEVA Texas Holdco Inc, and EGL, Inc, as amended, supplemented or modified from time to time on or prior to August 13, 2007

**"Fixtures"** means fixtures, fittings (including trade fixtures and fittings) and fixed plant, machinery and apparatus

**"Group Shares"** means all shares in any directly-owned Subsidiary, or when used in relation to the Chargor, such of those shares as are specified against its name in Part II of Schedule 4 (*Investments and Group Shares*) of the Debenture

# MG01 - continuation page

## 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

EAGLE GLOBAL LOGISTICS (UK) LIMITED 00932138

CONTINUATION PAGE (4)

**"Guarantee"** means any guarantee of the obligations of CEVA Group Plc under the December 2010 Indenture and the Securities by any Person in accordance with the provisions of the December 2010 Indenture

**"Holder"** means the Person in whose name a Security is registered on the Registrar's (as defined in the December 2010 Indenture) books

**"Insurances"** of the Chargor means all contracts and policies of insurance of any kind at the date of the Debenture or in the future taken out by or on behalf of it or (to the extent of its interest) in which it at the date of the Debenture or in the future has an interest but excluding any directors and officers insurance

**"Intellectual Property"** of the Chargor means all trade marks, service marks, trade names, domain names, logos, get-up, patents, inventions, registered and unregistered design rights, copyrights, topography rights, database rights, rights in confidential information and know-how, and any associated or similar rights anywhere in the world, which it at the date of the Debenture or in the future owns or (to the extent of its interest) in which it at the date of the Debenture or in the future has an interest (in each case whether registered or unregistered and including any related licences and sub-licences of the same granted by it or to it, applications and rights to apply for the same) (including those specified in schedule 5 (*Intellectual Property*) of the Debenture)

**"Intercompany Loans"** means each of the present and future loans made to any of the Company or any Subsidiary of the Company (or other debts owed by the Company or any Subsidiary of the Company) to which the Chargor is a party in its capacity as creditor (including those specified in Schedule 6 (*Assigned Contracts*) of the Debenture)

**"Investments"** of the Chargor means

- (a) securities and investments of any kind (including shares, stock, debentures, units, depositary receipts, bonds, notes, commercial paper and certificates of deposit),
- (b) warrants, options or other rights to subscribe for, purchase or otherwise acquire securities and investments,
- (c) all rights relating to securities and investments which are deposited with, or registered in the name of, any depositary, custodian, nominee, clearing house or system, investment manager, chargee or other similar person or their nominee, in each case whether or not on a fungible basis (including rights against any such person), and
- (d) all other rights attaching or relating to securities or investments and all cash or other securities or investments in the future deriving from Investments or such rights,

in each case at the date of the Debenture or in the future owned by it legally or beneficially or (to the extent of its interest) in which it at the date of the Debenture or in the future has an interest including any Group Shares, but, for the avoidance of any doubt, excluding the shares held by CEVA Group Plc (formerly Louis No 1 plc) in Louis No 2 Limited



# MG01 - continuation page

## 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

EAGLE GLOBAL LOGISTICS (UK) LIMITED 00932138

CONTINUATION PAGE (5)

**"Lien"** means, with respect to any asset, any mortgage, lien, pledge, charge, security interest or similar encumbrance of any kind in respect of such asset, whether or not filed, recorded or otherwise perfected under applicable law (including any conditional sale or other title retention agreement, any lease in the nature thereof, any other agreement to give a security interest and any filing of or agreement to give any financing statement under the Uniform Commercial Code (or equivalent statutes) of any jurisdiction), provided that in no event shall an operating lease be deemed to constitute a Lien

**"Material Real Property"** means Real Property of the Chargor having (i) in respect of existing Material Real Property, a value of at least €3,000,000, and (ii) in respect of future Material Real Property, a value of at least €5,000,000

**"Person"** means any individual, corporation, partnership, limited liability company, joint venture, association, joint-stock company, trust, unincorporated organization, government or any agency or political subdivision thereof or any other entity

**"Real Property"** means freehold and leasehold property in England and Wales and other real property anywhere in the world (in each case including any estate or interest therein, all rights from time to time attached or relating thereto and all Fixtures from time to time therein or thereon)

**"Securities"** means CEVA Group Plc's 8 375% senior secured notes due 2017 issued under the December 2010 Indenture on or after 14 December 2010

**"Subsidiary"** has the meaning given to it in the December 2010 Indenture

**"Trustee"** means The Bank of New York Mellon

**Note (2)** Schedule 3 of the Debenture provides

#### Material Real Property

CHARGOR	MATERIAL REAL PROPERTY	TITLE NUMBERS
Eagle Global Logistics (UK) Limited	None at the date of the Debenture	N/A

**MG01 - continuation page**  
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

EAGLE GLOBAL LOGISTICS (UK) LIMITED 00932138

CONTINUATION PAGE (6)

**Note (3)** Schedule 4 of the Debenture provides

**Investments and Group Shares**

**Investments**

CHARGOR	DETAILS OF EACH INVESTMENT
Eagle Global Logistics (UK) Limited	None at the date of the Debenture

**Group Shares**

CHARGOR	NAME OF COMPANY IN WHICH GROUP SHARES ARE HELD
Eagle Global Logistics (UK) Limited	None at the date of the Debenture

**Note (4)** Schedule 5 of the Debenture provides that

**Intellectual Property**

**The Chargers**

**Patents**

TITLE	APPLICATION NO	GRANT NO	JURISDICTIONS	STATUS
None	N/A	N/A	N/A	N/A

**Registered Designs**

TITLE	APPLICATION NO	GRANT NO	JURISDICTIONS	STATUS
None	N/A	N/A	N/A	N/A

**Trade Marks**

MARK	NUMBER	CLASS(ES)	JURISDICTION	STATUS	OWNER
None	N/A	N/A	N/A	N/A	N/A

# MG01 - continuation page

## 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

EAGLE GLOBAL LOGISTICS (UK) LIMITED 00932138

CONTINUATION PAGE (7)

**Note (5)** the Debenture provides that

#### 1 Security

The Chargor shall not create or permit to subsist any Lien over any Charged Asset, nor do anything else prohibited by the December 2010 Indenture, except for the First-Priority Liens, the 1 5-Priority Liens, the Second-Priority Liens or as permitted by the December 2010 Indenture

#### 2 Disposal

The Chargor shall not (nor shall the Chargor agree to) enter into a single transaction or a series of transactions (whether related or not and whether voluntary or involuntary) to sell, lease, license, sub-license, transfer or otherwise dispose of any Charged Asset except in connection with the First-Priority Liens, the 1 5-Priority Liens, the Second-Priority Liens or as expressly permitted by the December 2010 Indenture

#### 3 Conversion by notice

The Collateral Agent may convert the floating Charge over all or any of the Charged Assets into a fixed Charge by notice to the Chargor specifying the relevant Charged Assets (either generally or specifically)

**3.1** if it reasonably considers it necessary to do so in order to protect or preserve the Charges over those Charged Assets and/or the priority of those Charges, and/or

**3.2** while an Enforcement Event is continuing

#### 4 Automatic conversion

If

**4.1** the Chargor takes any step to create any Lien in breach of Clause 6 1 (*Security*) of the Debenture over any of the Charged Assets not subject to a fixed Charge, or

**4.2** any person takes any step to effect any expropriation, attachment, sequestration, distress or execution against any of those Charged Assets,

the floating Charge over the relevant Charged Assets shall automatically and immediately be converted into a fixed Charge

# MG01 - continuation page

## 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>EAGLE GLOBAL LOGISTICS (UK) LIMITED 00932138 CONTINUATION PAGE (8)</p> <p>For the purposes of this Note (5)</p> <p><b>"1.5-Priority Liens"</b> means the Liens created or expressed to be created by or pursuant to the October 2009 Debenture</p> <p><b>"Charged Assets"</b> means the assets from time to time subject, or expressed to be subject, to the Charges or any part of those assets</p> <p><b>"Charges"</b> means all or any of the Liens created or expressed to be created by or pursuant to the Debenture</p> <p><b>"Enforcement Event"</b> means an Event of Default</p> <p><b>"Event of Default"</b> has the meaning given to it in the December 2010 Indenture</p> <p><b>"First-Priority Liens"</b> means Liens granted to any Secured Senior Agent or the Senior Lenders (as defined in the Second-Lien Intercreditor Agreement) on the Security Property (as defined in the Intercreditor Agreement)</p> <p><b>"Intercreditor Agreement"</b> means the intercreditor agreement dated 4 November 2006 as amended and restated on 6 December 2006, and as further amended and supplemented, among the Company, the other companies party thereto, the financial institutions thereto, and Credit Suisse, as secured senior agent, unsecured senior bridge agent and security agent, as it may be amended, restated, replaced, supplemented or otherwise modified from time to time</p> <p><b>"March 2010 Debenture"</b> means the fixed and floating charge document dated 24 March 2010 between the Chargors listed therein and Law Debenture Trust Company of New York as Collateral Agent</p> <p><b>"October 2009 Debenture"</b> means the fixed and floating charge document dated 6 October 2009 between the Chargors listed therein and Law Debenture Trust Company of New York as Collateral Agent</p> <p><b>"Second-Lien Intercreditor Agreement"</b> means the lien subordination and intercreditor agreement dated 13 August 2007 (as amended, restated, supplemented or otherwise modified from time to time) between, amongst others, Credit Suisse as intercreditor agent, the Collateral Agent, CEVA Group Plc as the Company (as defined therein) and each Subsidiary of CEVA Group Plc listed in schedule 1 thereto</p> <p><b>"Second-Priority Liens"</b> means the Liens created or expressed to be created by or pursuant to the March 2010 Debenture</p> <p><b>"Secured Senior Agent"</b> has the meaning given to it in the Intercreditor Agreement</p>



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

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

**COMPANY NO. 932138  
CHARGE NO. 8**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES  
HEREBY CERTIFIES THAT A FIXED AND FLOATING SECURITY  
DOCUMENT DATED 14 DECEMBER 2010 AND CREATED BY  
EAGLE GLOBAL LOGISTICS (UK) LIMITED FOR SECURING ALL  
MONIES DUE OR TO BECOME DUE FROM THE COMPANY  
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 31 DECEMBER 2010

GIVEN AT COMPANIES HOUSE, CARDIFF THE 7 JANUARY 2011

H/C



*Companies House*  
— for the record —



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES