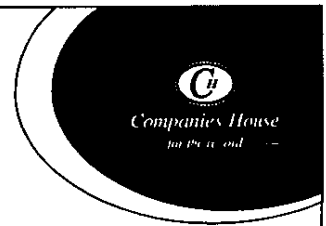


MG01

Particulars of a mortgage or charge



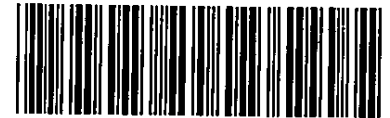
104338 10

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



A30 *AHCTKP05* 286
11/11/2010
COMPANIES HOUSE

1 Company details

Company number 9 3 7 0 5 9

Company name in full Bankuwait Nominees Limited

FOR OFFICIAL USE 3

→ 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 d 2 d 9 m 1 m 0 y 2 y 0 y 1 y 0

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 Assignment of rents dated 29 October 2010 (the "Charge")

4 Amount secured

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

Amount secured See continuation page headed "Amount Secured"

Capitalised terms appearing in this Form MG01 and continuation
pages shall have the meaning ascribed thereto on the continuation
page entitled "Short particulars of all the property mortgaged or
charged"

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

Name	Deutsche Hypothekenbank (Actien-Gesellschaft)
Address	Acting through its branch at Cannongate House, 62-64 Cannon St London for itself & as security trustee for Finance Parties ("Agent")
Postcode	E C 4 N 6 A E
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

See continuation page headed "Short particulars of all the property mortgaged or charged"

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

MG01

Particulars of a mortgage or charge

<p>7</p>	<p>Particulars as to commission, allowance or discount (if any)</p> <p>Please insert the amount or rate percent of any commission, allowance or discount paid or made either directly or indirectly by the company to any person on consideration of his</p> <ul style="list-style-type: none"> - subscribing or agreeing to subscribe, whether absolutely or conditionally, or - procuring or agreeing to procure subscriptions, whether absolute or conditional, <p>for any debentures included in this return The rate of interest payable under the terms of the debentures should not be entered</p>
<p>Commission allowance or discount</p>	<p>None</p>

<p>8</p>	<p>Delivery of instrument</p> <p>You must deliver the original instrument (if any) creating or evidencing the charge and these prescribed particulars to the Registrar of Companies within 21 days after the date of creation of the charge (section 860) If the property is situated and the charge was created outside the United Kingdom (UK), you must deliver the information to the Registrar within 21 days after the date on which the instrument could have been received in the UK in the normal course of post and assuming you had posted it promptly (section 866)</p> <p>We will accept a verified copy of the instrument creating the charge where the property charged is situated and the charge was created outside the UK (section 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)</p>
-----------------	--

<p>9</p>	<p>Signature</p> <p>Please sign the form here</p> <p>Signature</p> <p>X <i>John Steep for Goodies LLP</i> X</p> <p>This form must be signed by a person with an interest in the registration of the charge</p>
-----------------	---

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 **BS MXM DEU8 5**

Company name **Brodies LLP**

Address **15 Atholl Crescent**

Post town **Edinburgh**

County/Region

Postcode **E H 3 8 H A**

Country **United Kingdom**

DX **DX ED 10**

Telephone **0131 228 3777**



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 NR 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

MG01 - continuation page

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 payment of all liabilities of the Borrower or an Assignor owed or expressed to be owed to the Finance Parties under or in connection with the Finance Documents whether owed jointly or severally, as principal or surety or in any other capacity including, in the case of the Borrower, anything which would have been a liability but for the fact that it is or becomes void, voidable, invalid, unenforceable or otherwise irrecoverable and any cost, loss or liability suffered by any Finance Party if such liability is or becomes void, voidable, invalid, unenforceable or otherwise irrecoverable (the "Secured Liabilities")</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	<p>As a continuing security for the payment of the Secured Liabilities each Assignor assigned to and in favour of the Agent its whole entitlement to receive the Rental Income from the Tenants, the Rental Income Guarantors and from any other relevant third party (as appropriate)</p> <p>Statement as to any restrictions on power to grant further securities and any ranking provisions</p> <p>Except with the prior written consent of the Agent, the Assignors shall not</p> <p>1 create, incur, assume or permit to subsist any Security in respect of all or any part of the Rental Income (other than a Permitted Security) or compound, release or do anything by virtue of which the collection or recovery of any of the Rental Income may be impeded, delayed or prevented, or</p> <p>2 sell, transfer, assign, discount, factor or otherwise dispose of or deal with all or any part of the Rental Income</p> <p>DEFINITIONS</p> <p>Capitalised terms appearing in this Form MG01 and continuation pages and not otherwise defined shall have the following meanings</p> <p>"Account Bank" means in relation to</p> <p>i) the Rent Account, HSBC Bank Plc acting through its branch at Poultry, London EC2,</p> <p>ii) the Retention Account, the Sale Proceeds Account and the Substitution Account, Norddeutsche Landesbank Girozentrale, London Branch, 71 Queen Victoria Street, London EC4V 4NL</p> <p>or any other bank appointed as such in accordance with the Facility Agreement,</p> <p>"Account Charge" means a charge over the Accounts from the Borrower and BNL in favour of the Agent as security trustee for the Finance parties in form and substance satisfactory to the Agent,</p> <p>"Account Control Letter" means a letter provided by the Account Bank with which the Rent Account is maintained addressed to the Agent as security trustee for the Finance Parties in form and substance satisfactory to the Agent,</p> <p>"Accounts" means the Rent Account, the Sale Proceeds Account and the Substitution Account,</p> <p>"Additional Funding Agreement" means an agreement supplemental to the Facility Agreement under which an Additional Loan is provided to refinance or finance the acquisition of an Additional Property,</p> <p>"Additional Loan" means a Loan provided under an Additional Funding Agreement,</p> <p>"Additional Property" means any Property (other than an Initial Property) which is financed under the Facility Agreement pursuant to an Additional Funding Agreement,</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	<p>"Assignment of Rents Property" means ALL and WHOLE those subjects known as the Bowring Building, 151 West George Street, Glasgow being ALL and WHOLE the subjects registered in the Land Register of Scotland under Title Number GLA151658,</p> <p>"Assignors" means Bankuwait Nominees Limited, a company incorporated in England and Wales (with registered number 937059) and having its registered office at 35 Portman Square, London W1H 6LR and Gravitas Holdings PCC Limited, a protected cell company incorporated in Guernsey with registration number 48877 having its registered office at Trafalgar Court, Les Banques, St Peter Port, Guernsey GY1 4BZ acting on behalf of and solely in relation to its cell, Gravitas Holdings III (together the "Assignors" and each an "Assignor"),</p> <p>"Bank" means</p> <p>i) any Original Bank, and</p> <p>ii) any bank, financial institution, trust, fund or other entity which has become a Party in accordance with the terms of the Facility Agreement,</p> <p>which in each case has not ceased to be a Party in accordance with such terms,</p> <p>"BNL" means Bankuwait Nominees Limited, a company incorporated in England and Wales with registration number 937059, whose registered office is at 35 Portman Square, London W1H 6LR,</p> <p>"Borrower" means Gravitas Holdings PCC Limited, a protected cell company incorporated in Guernsey with registration number 48877 having its registered office at Trafalgar Court, Les Banques, St Peter Port, Guernsey GY1 4BZ acting on behalf of and solely in relation to its cell, Gravitas Holdings III,</p> <p>"Debenture" means a debenture from the Borrower in favour of the Agent as security trustee for the Finance Parties in form and substance satisfactory to the Agent,</p> <p>"Facility" means the term loan facility made available under the Facility Agreement and any facility provided under an Additional Funding Agreement,</p> <p>"Facility Agreement" means the syndicated loan agreement dated 19 October 2010 entered into between, amongst others, the Borrower, the Original Banks and the Agent,</p> <p>"Fee Letter" means any letter or letters dated on or about the date of the Facility Agreement between the Agent and the Borrower setting out any of the fees referred to in clause 11 (Fees) of the Facility Agreement,</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	<p>"Finance Documents" means</p> <ul style="list-style-type: none"> i) each Additional Funding Agreement, ii) the Facility Agreement, iii) the Fee Letter, iv) any Transfer Certificate, v) the Security Documents, vi) any Hedging Agreement entered into by the Borrower with the Hedge Counterparty in connection with the Facility, <p>and any other agreement, document or deed entered into by any Obligor with a Finance Party under the terms of the Facility Agreement or designated as such by the Agent and the Borrower</p> <p>"Finance Party" means each of the Agent, the Hedge Counterparty and the Banks,</p> <p>"Hedge Assignment" means a security assignment from the Borrower over its rights under any Hedging Agreement in favour of the Agent as security trustee for the Finance Parties in form and substance satisfactory to the Agent,</p> <p>"Hedging Agreement" means an interest rate swap, cap, collar or floor agreement or other contract for the purpose of protection against or benefit from fluctuation in any rate or price,</p> <p>"Hedge Counterparty" means</p> <ul style="list-style-type: none"> i) Norddeutsche Landesbank Girozentrale, Friedrichswall 10 30159, Hannover, or ii) any other person approved by the Agent, <p>"Initial Properties" means the properties described in schedule 4 the Facility Agreement,</p> <p>"Leases" means</p> <p>1 Lease between Cala-Morrison Commercial Limited, Gainsborough AWG Limited and Gainsborough Group plc dated 28 February and 1 March and registered in the Books of Council and Session on 19 July, all dates in 2002 as amended by (i) Deed of Variation between Cala-Morrison Commercial Limited, Gainsborough Morrison Limited and Gainsborough Group plc, AWG Developments Limited, Morrison Development Partnerships Limited and Anglian Water PLC registered in the Books of Council and Session on 2 April 2002 and (ii) Assignment and Minute of Variation between Gainsborough UK Limited (In Administration) and AWG Business Centres Limited dated 7 October 2007 and subsequent dates and registered in the Books of Council and Session on 27 March 2008 and which lease is registered in the Land Register of Scotland under Title Number GLA160778</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	<p>2 Lease between Liverpool Victoria (West George Street) Limited and First Secretary of State dated 29 January and 31 March and registered in the Books of Council and Session on 28 May, all dates in 2003 and registered in the Land Register of Scotland under Title Number GLA170647</p> <p>3 Lease between Liverpool Victoria (West George Street) Limited and Gordon Yuill Limited dated 3 and 13 July and registered in the Books of Council and Session on 17 September, all dates in 2002 as amended by (i) assignation by Gordon Yuill Limited to Ashton Restaurants Limited dated 20 and 21 May and registered in the Books of Council and Session on 16 September, all dates in 2003, (ii) assignation by Ashton Restaurants Limited to Blue Dog 2003 Limited dated 7 and 24 November 2003 and registered in the Books of Council and Session on 19 March 2004, (iii) Minute of Agreement between Liverpool Victoria (West George Street) Limited, Blue Dog 2003 Limited, Ashton Properties (Glasgow) Limited and Ashton Restaurants Limited dated 25 October and 9 November 2004 and registered in the Books of Council and Session on on 12 November 2004, and (iv) Minute of Alteration and Extension of Lease between Liverpool Victoria (West George Street) Limited, Blue Dog 2003 Limited, Ashton Restaurants Limited and Ashton Properties (Glasgow) Limited dated 20 and 26 March and registered in the Books of Council and Session on 8 May 2009 and registered in the Land Register of Scotland under Title Number GLA163420</p> <p>4 Lease between Cala Morrison Commercial Limited and JD Wetherspoon Plc dated 6 and 20 March and registered in the Books of Council and Session on 21 June, all dates in 2002 and registered in the Land Register of Scotland under Title Number GLA161649</p> <p>5 Lease between Cala Morrison Commercial Limited and SP Distribution Limited dated 9 and 13 Novemebr 2001 and registered in the Land Register of Scotland under Title Number GLA158874</p> <p>"Legal Charge" means (in the context of a Property located in England) a third party legal charge from a relevant Owner in favour of the Agent as security trustee for the Finance Parties in form and substance satisfactory to the Agent,</p> <p>"Letter of Direction" means a letter from PIFSS to the Agent as security trustee for the Finance Parties and the Borrower and BNL authorising and directing the Borrower and BNL to grant security to the Agent over each Property financed under the Facility Agreement of which PIFSS is the beneficial owner,</p> <p>"Loan" means each loan made or to be made under the Facility or the principal amount outstanding for the time being of that loan less any amounts standing to the credit of the Sale Proceeds Account and the Substitution Account from time to time,</p> <p>"Managing Agent" means Mitchell Nicholls Partnership of 15 Clifford Street, London W1S 4JY or such other person approved by the Agent acting as the managing agent of any Property</p> <p>"Managing Agent's Undertaking" means an undertaking from the Managing Agent to the Agent in form and substance satisfactory to the Agent,</p> <p>"Obligor" means the Borrower, BNL or any other Owners,</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	<p>"Original Bank" means a Bank which is a Party at the date of the Facility Agreement,</p> <p>"Owner" means</p> <p>(a) any and all of BNL, Gravitas PCC and any other legal owner or owners of any Property from time to time, and</p> <p>(b) for the purpose of the definitions of Sale Proceeds and Rental Income (each as defined in the Facility Agreement), PIFSS,</p> <p>"Party" means a party to the Facility Agreement,</p> <p>"Permitted Security" means</p> <p>i) the Security in favour of the Agent as security trustee for the Finance Parties, and</p> <p>ii) a lien arising in the ordinary course of business by operation of law and discharged as soon as possible but in any event within 30 days,</p> <p>"PIFSS" means the Public Institution for Social Security, Kuwait, a public government institution of Kuwait whose address is at PO Box 24324, Safat 13104 Kuwait</p> <p>"Property" means</p> <p>i) any Additional Property, and</p> <p>ii) the Initial Properties,</p> <p>"Rent Account" means an interest bearing deposit account of the Borrower and BNL maintained by the Borrower and BNL with the relevant Account Bank designated "Gravitas III Rent Account" or any replacement account opened by the Borrower and BNL at the request of or with the consent of the Agent,</p> <p>"Rental Assignment" means (in the context of a Property located in Scotland) a rental assignment in favour of the Agent as security trustee for the Finance parties in form and substance satisfactory to the Agent,</p> <p>"Rental Income" means all amounts at the date of the Charge or at any time in the future payable to or for the benefit of the Assignors in connection with the occupation of the Assignment of Rents Property including each of the following amounts</p> <p>1 rent including any increase of rent or interim rent agreed by the Assignors or payable pursuant to any applicable legislation and all other amounts payable under any Lease,</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	<p>2 amounts payable from any deposit held as security for performance of any tenant's obligations or by any person who has given a guarantee and/or indemnity or other assurance against loss of these obligations,</p> <p>3 any other money payable in respect of occupation and/or use of the Assignment of Rents Property including any fixture for display or advertisement,</p> <p>4 any profits, damages, compensation, settlement or expenses awarded or agreed as a result of any claim made by an Assignor in respect of the Assignment of Rents Property net of any costs, fees and expenses incurred but not reimbursed to an Assignor in connection with such claim,</p> <p>5 any money payable under any policy of insurance in respect of loss of rent,</p> <p>6 any amount payable or the value of any consideration to be given by or on behalf of a tenant for the surrender or variation of any occupational lease or occupancy agreement,</p> <p>7 any payment from the Rental Income Guarantors under the Rental Income Guarantees or other surety of any of the Tenants or any other payment in respect of any of the items listed in this definition,</p> <p>8 any interest payable on any amount referred to above, and</p> <p>9 value added tax on any amount referred to above,</p> <p>"Rental Income Guarantees" means</p> <p>1 guarantee, in relation to the tenant's obligations under Lease 1, by Rental Income Guarantor 1 in terms of clause 7 of Lease 1 and assigned (i) in favour of Bankuwait Nominees Limited pursuant to an assignment by Liverpool Victoria (West George Street) Limited which assignment was registered in the Books of Council and Session on 1 April 2010, and (ii) in favour of the Assignors pursuant to an assignment by Bankuwait Nominees Limited dated on or about the date of the Charge,</p> <p>2 guarantee, in relation to the tenant's obligations under Lease 3, by Rental Income Guarantor 2 and assigned (i) in favour of Bankuwait Nominees Limited pursuant to an assignment by Liverpool Victoria (West George Street) Limited which assignment was registered in the Books of Council and Session on 1 April 2010, and (ii) in favour of the Assignors pursuant to an assignment by Bankuwait Nominees Limited dated on or about the date of the Charge, and</p> <p>3 guarantee, in relation to the tenant's obligations under Lease 3, by Rental Income Guarantor 3 and assigned (i) in favour of Bankuwait Nominees Limited pursuant to an assignment by Liverpool Victoria (West George Street) Limited which assignment was registered in the Books of Council and Session on 1 April 2010, and (ii) in favour of the Assignors pursuant to an assignment by Bankuwait Nominees Limited dated on or about the date of the Charge,</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	<p>"Rental Income Guarantors" means Rental Income Guarantor 1, Rental Income Guarantor 2 and Rental Income Guarantor 3,</p> <p>"Rental Income Guarantor 1" means AWG Group Limited, a company incorporated under the Companies Acts (registered number 02366618) with registered office at Anglian House, Ambury Road, Huntingdon PE29 3NZ,</p> <p>"Rental Income Guarantor 2" means Ashton Restaurants Limited, a company incorporated under the Companies Acts (registered number SC158207) with registered office at 3 Robert Drive, Glasgow G51 3HE,</p> <p>"Rental Income Guarantor 3" means Ashton Properties (Glasgow) Limited, a company incorporated under the Companies Acts (registered number 161669) with registered office at 3 Robert Drive, Glasgow G51 3HE,</p> <p>"Retention Account" means an interest bearing deposit account of the Borrower and BNL maintained by the Borrower and BNL with the relevant Account Bank designated "Gravitas III Retention Account" or any replacement account opened by the Borrower and BNL at the request of or with the consent of the Agent,</p> <p>"Sale Proceeds Account" means an interest bearing deposit account of the Borrower and BNL with the relevant Account Bank and to be designated "Gravitas III Sale Proceeds Account" or any replacement account opened by the Borrower and BNL at the request of or with the consent of the Agent,</p> <p>"Security" means a mortgage, standard security, charge (whether fixed or floating), pledge, lien or other security interest securing any obligation of any person or any other agreement or arrangement having a similar effect,</p> <p>"Security Documents" means</p> <ul style="list-style-type: none"> (a) the Account Charge, (b) the Account Control Letter, (c) the Debenture, (d) the Hedge Assignment, (e) each Legal Charge, (f) the Letter of Direction, (g) each Rental Assignment 	

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>(h) each Standard Security,</p> <p>(i) each Subordination Deed,</p> <p>(j) each Managing Agent's Undertaking,</p> <p>and any other document which grants security rights or rights by way of guarantee and/or indemnity or other assurance against loss in respect of any liabilities of any Obligor under the Finance Documents,</p> <p>"Standard Security" means (in the context of a Property located in Scotland) a standard security in favour of the Agent as security trustee for the Finance parties in form and substance satisfactory to the Agent,</p> <p>"Subordination Deed" means a subordination deed between the Borrower, the Junior Creditor (as defined in the Facility Agreement) and the Agent as security trustee for the Finance parties in form and substance satisfactory to the Agent,</p> <p>"Substitution Account" means an interest bearing deposit account of the Borrower and BNL with the relevant Account Bank and to be designated "Gravitas III Substitution Account" or any replacement account opened by the Borrower and BNL at the request of or with the consent of the Agent,</p> <p>"Tenants" means the tenants for the time being and from time to time under the Leases,</p> <p>"Transfer Certificate" means a certificate substantially in the form set out in schedule 7 of the Facility Agreement (Form of Transfer Certificate) or any other form agreed between the Agent and the Borrower</p>	



FILE COPY

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

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

**COMPANY NO. 937059
CHARGE NO. 3**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT AN ASSIGNATION OF RENTS DATED
29 OCTOBER 2010 AND CREATED BY BANKUWAIT NOMINEES
LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME
DUE FROM THE BORROWER OR AN ASSIGNOR TO THE
FINANCE PARTIES 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 11 NOVEMBER
2010

GIVEN AT COMPANIES HOUSE, CARDIFF THE 12 NOVEMBER
2010



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES