

MG01

Particulars of a mortgage or charge

019022/91



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 for a company. To do this, please use form MG01s

THURSDAY



LD2

L4JH0XK6

15/09/2011

COMPANIES HOUSE

46

1 Company details

Company number 0 1 3 5 1 6 4 8

Company name in full BRINTONS OVERSEAS HOLDINGS LIMITED (the "Chargor")

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 0 2 / 0 9 / 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 Debenture dated 2 September 2011 (the "Debenture") and entered into between, amongst others, the Chargor and Carlyle Strategic Partners II Luxembourg S À R L as security trustee for itself and the other Secured Parties (as defined on continuation page 7 of Part 6 of this Form MG01) (the "Security Agent")

4 Amount secured

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

Amount secured The Secured Obligations

(For definitions of capitalised terms used in this Form MG01, please see continuation pages 4 to 7 of Part 6 of this Form MG01)

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 Carlyle Strategic Partners II Luxembourg S À R.L.

Address 67, Rue Ermesinde, L-1469 Luxembourg

Postcode

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 CHARGING PROVISIONS**1 1 Specific Security**

The Chargor, as continuing security for the payment of the Secured Obligations, has charged in favour of the Security Agent with full title guarantee the following assets, both present and future from time to time owned by it or in which it has an interest

(a) by way of first legal mortgage:

- (i) all Property belonging to it at the date of the Debenture or vested in it, and
- (ii) all the Shares and Investments and all corresponding Related Rights,

(b) by way of first fixed charge

- (i) all other interests (not effectively charged under Clause 3 1(a) of the Debenture (as set out in paragraph 1 1(a) of this Part 6)) in any Property and the benefit of all other agreements relating to land,
- (ii) all of its right, title and interest in the Intellectual Property,
- (iii) all of its right, title and interest in the Equipment,
- (iv) all Trading Receivables and all rights and claims against third parties and against any security in respect of those Trading Receivables,

Please see continuation pages 1 to 7 of this Part 6 of this Form MG01 attached hereto

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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 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 *Kulsum & Watkins* 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 Catherine Aebischer

Company name Latham & Watkins

Address 99 Bishopsgate

Post town London

County/Region

Postcode E C 2 M 3 X F

Country UK

DX Reference No 017637-1153

Telephone 020 7710 1000



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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6	Short particulars of all the property mortgaged or charged	
	Please give the short particulars of the property mortgaged or charged	
Short particulars	<p>(v) all Other Debts and all rights and claims against third parties against any security in respect of those Other Debts,</p> <p>(vi) all monies standing to the credit of the Operating Accounts, the Blocked Accounts and any other bank accounts which it may have with any bank, financial institution or other person and all of its rights, title and interest in relation to those accounts,</p> <p>(vii) the benefit of all licences, consents and agreements held by it in connection with the use of any of its assets,</p> <p>(viii) its goodwill and uncalled capital, and</p> <p>(ix) if not effectively assigned by Clause 3 3 (<i>Security Assignment</i>) of the Debenture (as set out in paragraph 1 3 of this Part 6), all its rights, title and interest in (and claims under) the Insurance Policies</p>	
	<p>1 2 Floating Charge</p> <p>As further continuing security for the payment of the Secured Obligations, the Chargor has charged with full title guarantee in favour of the Security Agent by way of first floating charge all its present and future assets and rights not effectively charged by way of fixed charge under Clause 3 1 (<i>Specific Security</i>) of the Debenture (as set out in paragraph 1 1 of this Part 6) or assigned under Clause 3 3 (<i>Security Assignment</i>) of the Debenture (as set out in paragraph 1 3 of this Part 6)</p>	
	<p>1 3 Security Assignment</p> <p>As further continuing security for the payment of the Secured Obligations, the Chargor has assigned absolutely with full title guarantee to the Security Agent all its rights, title and interest in the Insurance Policies subject to reassignment by the Security Agent to the Chargor of all such rights, title and interest upon payment or discharge in full of the Secured Obligations</p>	
	<p>1 4 Conversion of Floating Charge</p> <p>(a) The Security Agent may, by notice to the Chargor, convert the floating charge created under the Debenture into a fixed charge with immediate effect as regards those assets specified in the notice, if:</p> <p>(i) an Event of Default has occurred, or</p> <p>(ii) the Security Agent is of the view that any asset charged under the floating charge created under the Debenture is in danger of being seized or sold under any form of distress, attachment, execution or other legal process or is otherwise in jeopardy, or</p> <p>(iii) the Security Agent reasonably considers that it is necessary in order to protect the priority, value or enforceability of the Security created under the Debenture.</p> <p>(b) The floating charge created under the Debenture will automatically (without notice)</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>and immediately be converted into a fixed charge over all the assets of the Chargor which are subject to the floating charge created under the Debenture, if</p> <ul style="list-style-type: none"> (i) the members of the Chargor convene a meeting for the purposes of considering any resolution for its winding-up, dissolution, or a compromise, assignment or arrangement with any creditor, (ii) the Chargor creates, or purports to create, Security (except as permitted by the Note Documents or with the prior consent of the Security Agent) on or over any asset which is subject to the floating charge created under the Debenture, (iii) any third party takes any step with a view to levying distress, attachment, execution or other legal process against any such asset, or (iv) if any other floating charge created by the Chargor crystallises for any reason <p>(c) Upon the conversion of any floating charge pursuant to Clause 3 4 (<i>Conversion of Floating Charge</i>) of the Debenture (as set out in paragraph 1 4 of this Part 6), the Chargor shall, at its own expense, immediately upon request by the Security Agent execute a fixed charge or legal assignment in such form as the Security Agent may require</p> <p>1 5 Property Restricting Charging</p> <ul style="list-style-type: none"> (a) There shall be excluded from the charge created by Clause 3 1 (<i>Specific Security</i>) of the Debenture (as set out in paragraph 1 1 of this Part 6) and from the operation of Clause 2 (<i>Further Assurance</i>) of the Debenture (as set out in paragraph 2 of this Part 6) <ul style="list-style-type: none"> (i) any leasehold property held by the Chargor under a lease which prohibits either absolutely or conditionally (including requiring the consent of any third party) the Chargor from creating any charge over its leasehold interest, and (ii) any Intellectual Property in which the Chargor has an interest under any licence or other agreement which prohibits either absolutely or conditionally (including requiring the consent of any third party) the Chargor from creating any charge over its interest in that Intellectual Property, <p>in each case until the relevant condition or waiver has been satisfied or obtained</p> (b) For all leasehold property or Intellectual Property referred to in Clause 3.5(a) of the Debenture (as set out in paragraph 1 5(a) of this Part 6), the Chargor has undertaken to apply for the relevant consent or waiver of prohibition or condition within fourteen days of the date of the Debenture and, in respect of any lease, licence or agreement which provides that the relevant third party will not unreasonably withhold its consent to charging, to use its best endeavours to obtain such consent as soon as possible and to keep the Security Agent informed of the progress of its negotiations (c) Immediately upon receipt of the relevant waiver or consent, the formerly excluded leasehold property or Intellectual Property shall stand charged to the Security Agent 	

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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	<p>under Clause 3 1 (<i>Specific Security</i>) of the Debenture (as set out in paragraph 1 1 of this Part 6) If required by the Security Agent, at any time following receipt of that waiver or consent, the Chargor will forthwith execute a valid fixed charge or legal assignment in such form as the Security Agent shall reasonably require</p> <p>2 FURTHER ASSURANCE</p> <p>2 1 General</p> <p>(a) The Chargor shall promptly (and at its own expense) do all such acts (including payment of all stamp duties or fees) or execute all such documents (including assignments, transfers, mortgages, charges, notices and instructions on terms equivalent or similar to those set out in the Debenture) as the Security Agent may reasonably specify (and in such form as the Security Agent may reasonably require)</p> <p>(i) to perfect the Security created or intended to be created under or evidenced by the Debenture or for the exercise of any rights, powers and remedies of the Security Agent, any Receiver or the other Secured Parties provided by or pursuant to the Debenture or by law,</p> <p>(ii) to confer on the Security Agent, or on the Secured Parties, Security over any property and assets of the Chargor located in any jurisdiction equivalent or similar to the Security intended to be conferred by or pursuant to the Debenture, and/or</p> <p>(iii) to facilitate the realisation of the assets which are, or are intended to be, the subject of the Security created under the Debenture</p> <p>(b) The Chargor 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</p> <p>3 NEGATIVE PLEDGE</p> <p>The Chargor may not:</p> <p>(a) create or agree to create or permit to subsist any Security or Quasi-Security over all or any part of the Charged Property,</p> <p>(b) sell, transfer, lease out, lend or otherwise dispose of all or any part of the Charged Property (other than in respect of assets charged under Clause 3 2 (<i>Floating Charge</i>) of the Debenture (as set out in paragraph 1 2 of this Part 6) 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, or agree or attempt to do so, or</p> <p>(c) dispose of the equity of redemption in respect of all or any part of the Charged Property,</p> <p>except as permitted by the PIK Loan Note Instrument or with the prior consent of the</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 style="text-align: center;">Security Agent</p> <p>4. CONTINUING SECURITY</p> <p>The Security constituted by the Debenture shall be a continuing security notwithstanding any intermediate payment or settlement of all or any part of the Secured Obligations or any other act, matter or thing</p> <p>5. POWER OF ATTORNEY</p> <p>The Chargor, by way of security, has irrevocably and severally appointed the Security Agent, each Receiver and any person nominated for the purpose by the Security Agent or any Receiver (in writing and signed by an officer of the Security Agent or Receiver) as its attorney (with full power of substitution and delegation) in its name and on its behalf and as its act and deed to execute, seal and deliver (using the company seal where appropriate) and otherwise perfect and do any deed, assurance, agreement, instrument, act or thing which it ought to execute and do under the terms of the Debenture, or which may be required or deemed proper in the exercise of any rights or powers conferred on the Security Agent or any Receiver under the Debenture or otherwise for any of the purposes of the Debenture, and the Chargor has covenanted with the Security Agent and each Receiver to ratify and confirm all such acts or things made, done or executed by that attorney</p> <p>DEFINITIONS</p> <p>Unless the context otherwise requires, words denoting the singular shall include the plural and vice versa, and the following words when used in this Form MG01 (including these continuation pages of this Form MG01) shall have the following meanings</p> <p>“Blocked Accounts” means the accounts of the Chargor set out in Part 2 of Schedule 6 (<i>Bank Accounts</i>) to the Debenture and/or such other accounts as the Chargor and the Security Agent shall agree</p> <p>“Company” means Lytham Holdco Limited a company registered in England & Wales</p> <p>“Equipment” means all plant, machinery, computers, office and other equipment, furnishings and vehicles together with any spare parts, replacements or modifications and the benefit of all contracts, licences and warranties relating thereto, including but not limited to any assets specified in Schedule 5 (<i>Equipment</i>) to the Debenture.</p> <p>“Event of Default” means any event or circumstance specified in Condition 3.3 (<i>Redemption on default, insolvency or Change of Control</i>) of Schedule 2 (<i>Conditions</i>) to the PIK Loan Note Instrument.</p> <p>“Finance Parties” means each Noteholder and the Security Agent</p> <p>“Group” means the Company and its Subsidiaries for the time being</p> <p>“Guarantees” means each of the guarantees of the Notes granted by the Guarantors on the terms set out in the PIK Loan Note Instrument or any other guarantee entered into from time to time by any</p>		

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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

person which guarantees the obligations of any of the Obligor under the Note Documents.

“Guarantors” means Lytham Acquisitionco Limited, Lytham Newco Limited , Lytham Financeco Limited, Brintons Carpets Limited, Brintons (China) Limited, the Chargor, Brintons Pty Limited and Brintons U S Axminster, Inc

“Insurance Policies” means all policies of insurance and all proceeds of them held either at the date of the Debenture or in the future by, or written in favour of, the Chargor or in which it is otherwise interested, including but not limited to the policies of insurance, if any, specified in Schedule 7 (*Insurance Policies*) to the Debenture, but excluding any third party liability or public liability insurance and any directors and officers insurance

“Intellectual Property” means 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 at the date of the Debenture or in the future), whether registered or unregistered and the benefit of all applications and rights to use such assets which may now or in the future subsist, including but not limited to the intellectual property, if any, specified in Schedule 4 (*Intellectual Property*) to the Debenture

“Intercreditor Agreement” means the intercreditor agreement dated on or about the date of the PIK Loan Note Instrument and originally made between the Company, the Guarantors, the Noteholders on the date thereof and the Security Agent

“Investments” means any stock, share, debenture, loan stock, security, bonds, options, warrants, interest in any investment fund and any other comparable investment (including rights to subscribe for, convert into or otherwise acquire the same) whether owned directly by or to the order of the Chargor or by any trustee, fiduciary or clearance system on its behalf (including, unless the context otherwise requires, the Shares) and including but not limited to the investments, if any, specified in Schedule 3 (*Shares and Investments*) to the Debenture

“Note Documents” together the PIK Loan Note Instrument, the Notes, the Intercreditor Agreement, each Guarantee and each Transaction Security Document

“Noteholder” means a person whose name is entered and appears in the Register as a holder of any Notes

“Notes” means the guaranteed and secured loan notes due 2019 constituted by the PIK Loan Note Instrument or, as the case may be, those loan notes for the time being outstanding

“Obligor” means the Company and each Guarantor

“Operating Accounts” means the accounts of the Chargor set out in Part 1 of Schedule 6 (*Bank Accounts*) to the Debenture and such other accounts as the Chargor and the Security Agent shall agree or (following the occurrence of an Event of Default) as the Security Agent shall specify

“Other Debts” means all debts and monetary claims (other than Trading Receivables)

“PIK Loan Note Instrument” means the PIK loan note instrument dated on or about the date of the

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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="331 387 1029 421">Please give the short particulars of the property mortgaged or charged</p> <p data-bbox="331 483 1228 517">Debenture under which the Company has issued loan notes to the Noteholders</p> <p data-bbox="331 544 1477 607">“Property” means all freehold and leasehold property from time to time owned by the Chargor or in which the Chargor is otherwise interested and shall include:</p> <ul style="list-style-type: none"> <li data-bbox="422 633 1114 667">(a) the proceeds of sale of all or any part of such property, <li data-bbox="422 694 1445 757">(b) all rights, benefits, privileges, warranties, covenants, easements, appurtenances and licences relating to such property; <li data-bbox="422 784 1412 817">(c) all money received by or payable to the Chargor in respect of such property, and <li data-bbox="422 844 1286 878">(d) all buildings, fixtures and fittings from time to time on such property; <p data-bbox="422 904 1477 967">including, but not limited to the property, if any, specified in Schedule 2 (<i>Properties</i>) to the Debenture</p> <p data-bbox="331 994 1011 1028">“Quasi-Security” means a transaction in which the Chargor</p> <ul style="list-style-type: none"> <li data-bbox="422 1055 1477 1120">(a) sells, transfers or otherwise disposes of any of its assets on terms whereby they are or may be leased to or re-acquired by the Chargor or any other member of the Group, <li data-bbox="422 1146 1412 1180">(b) sells, transfers or otherwise disposes of any of its receivables on recourse terms, <li data-bbox="422 1207 1418 1270">(c) enters into any arrangement under which money or the benefit of a bank or other account may be applied, set-off or made subject to a combination of accounts, or <li data-bbox="422 1296 1286 1330">(d) enters into any other preferential arrangement having a similar effect, <p data-bbox="422 1357 1490 1456">in circumstances where the arrangement or transaction is entered into primarily as a method of raising Financial Indebtedness (as defined in the Intercreditor Agreement) or of financing the acquisition of an asset</p> <p data-bbox="331 1482 1477 1545">“Receiver” means an administrator, a receiver and manager or (if the Security Agent so specifies in the relevant appointment) receiver in each case appointed under the Debenture.</p> <p data-bbox="331 1572 1331 1606">“Register” means the register of holders of Notes kept by or on behalf of the Company</p> <p data-bbox="331 1632 1477 1794">“Related Rights” means all dividends, distributions and other income paid or payable on a Share or Investment, together with all shares or other property derived from any Share or Investment and all other allotments, accretions, rights, benefits and advantages of all kinds accruing, offered or otherwise derived from or incidental to that Share or Investment (whether by way of conversion, redemption, bonus, preference, option or otherwise).</p> <p data-bbox="331 1821 1469 1982">“Secured Obligations” means all money, obligations or liabilities due, owing or incurred to any Secured Party by the Chargor under any Note Document at present or in the future, 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 all losses incurred by any Secured Party in connection therewith</p>

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	Please give the short particulars of the property mortgaged or charged	
Short particulars	<p>“Secured Parties” means the Finance Parties and any Receiver</p> <p>“Security” means a mortgage, charge, pledge or lien or other security interest securing any obligation of any person or any other agreement or arrangement having a similar effect</p> <p>“Shares” means all shares owned by the Chargor in its Subsidiaries including but not limited to the shares, if any, specified in Schedule 3 (<i>Shares and Investments</i>) to the Debenture</p> <p>“Subsidiary” means a subsidiary within the meaning of section 1159 of the Companies Act 2006</p> <p>“Trading Receivables” means all book and other debts arising in the ordinary course of trading</p> <p>“Transaction Security Documents” means each of</p> <ul style="list-style-type: none"> (a) the English law composite debenture over all assets of each Obligor incorporated in England, (b) the Australian law deed of charge over all the assets of Brintons PTY Limited, (c) the Australian law pledge of shares over all the share capital in Brintons PTY Limited; (d) the US law share pledge agreement over all the shares in Brintons U S Axminster, Inc , (e) the US law security agreement over all the assets of Brintons U S Axminster, Inc., and (f) any other document entered into by the Company or any Guarantor or any other person creating or expressed to create any Security over all or any part of its assets in respect of the obligations of any such person under the PIK Loan Note Instrument 	



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

**COMPANY NO. 1351648
CHARGE NO. 6**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A DEBENTURE DATED 2
SEPTEMBER 2011 AND CREATED BY BRINTONS OVERSEAS
HOLDINGS LIMITED FOR SECURING ALL MONIES DUE OR TO
BECOME DUE FROM THE COMPANY 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 15 SEPTEMBER
2011

GIVEN AT COMPANIES HOUSE, CARDIFF THE 19 SEPTEMBER
2011



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THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES