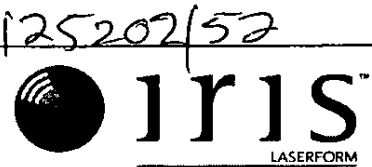


MG01

Particulars of a mortgage or charge



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 Scottish company. To do this, please use form MG01s

WEDNESDAY



LC7PEQJG

LD3

05/01/2011

248

COMPANIES HOUSE

1

Company details

Company number

0 2 1 1 4 6 9 5

Company name in full

Three Albert Embankment Limited (the "Company")

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

d2 d2 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

A debenture dated 22 December 2010 granted by the Company, Great West House Limited and Vauxhall Cross Limited (the "**Chargors**") in favour of The Royal Bank of Scotland plc as trustee for the Secured Parties (as defined below) (the "**Security Trustee**") (the "**Debenture**")

4

Amount secured

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

Amount secured

The liabilities of the Chargors to the Secured Parties under or pursuant to the Finance Documents except for any liabilities which, if secured by the Debenture, would result in a contravention by a Chargor of the prohibitions in Chapter 2 (Financial assistance for the purchase of own shares) of Part 18 of the Companies Act 2006 (the "**Secured Liabilities**")

"**Agent**" means the Royal Bank of Scotland plc

"**Arranger**" means the Royal Bank of Scotland plc

"**Borrowers**" means the Company, Great West House Limited and Vauxhall Cross Limited,

See continuation sheet

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 The Royal Bank of Scotland plc

Address 280 Bishopsgate, Level 8

London

Postcode E C 2 M 4 R B

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 The Company charged to the Security Trustee with full title guarantee as a continuing security to secure the payment and discharge of the Secured Liabilities

Land

The Company charged

by way of legal mortgage its interest in the Land known as Westminster Tower, 3 Albert Embankment, London SE1 7SP with title number LN5866

by way of fixed charge any right, title or interest which it has at the date of the Debenture or may subsequently acquire to or in any Land

Investments

The Company mortgaged or (if or to the extent that the Debenture does not take effect as a mortgage) charged by way of fixed charge all Investments, including those held for it by any nominee

Equipment

The Company charged by way of fixed charge all Equipment in so far as it is not charged by way of legal mortgage under Clause 3.1 (Land) of the Debenture

See continuation sheet

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 *Stephenson Harwood* X

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

MG01

Particulars of a mortgage or charge



Presenter information

You do not have to give any contact information, but if you do it will help Companies House if there is a query on the form and will establish where we return the original documents. The contact information you give will be visible to searchers of the public record.

Contact name 01-49-01466/1857

Company name
Stephenson Harwood

Address One, St Paul's Churchyard

Post town London

County/Region

Postcode E C 4 M 8 S H

Country

DX DX 64 Chancery Lane

Telephone 020 7809 2645



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

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>"Charged Property" means all assets of the Borrowers and the Shareholder which from time to time are, or are expressed to be, the subject of the Transaction Security</p> <p>"CLSH" means CLSH Management Limited</p> <p>"Duty of Care Agreement" means a duty of care deed between the Borrowers, the Security Trustee and the Managing Agent substantially in the form required by the Agent</p> <p>"Facility Agreement" means the facility agreement dated 21 December 2010 made between, among others, the Chargors and the Security Trustee</p> <p>"Fee Letter" means the fee letter dated 22 December 2010 and any subsequent letter between, the Borrowers and all or any of the Arranger, the Agent and the Security Trustee setting out any of the fees referred to in Clause 12 (Fees) of the Facility Agreement</p> <p>"Finance Document" means the Facility Agreement, any Fee Letter, any Transfer Certificate, any Hedging Agreement, the Subordination Deed, each Transaction Security Document and any other document designated as such by the Agent.</p> <p>"Finance Party" means the Arranger, the Agent, a Lender, the Security Trustee or a Hedging Counterparty</p> <p>"Guarantors" means CLS Holdings plc</p> <p>"Hedging Agreement" means any master agreement, schedule, confirmation, novation or other instrument in agreed form entered into by a Borrower and a Hedging Counterparty in connection with managing the interest rate liabilities under the Finance Documents</p> <p>"Hedging Counterparty" means The Royal Bank of Scotland plc</p> <p>"Lender" means</p> <p>(a) any Original Lender, and</p> <p>(b) any bank, financial institution, trust, fund or other entity which has become a Party in accordance with Clause 27 (Changes to the Lenders), which in each case has not ceased to be a Party in accordance with the terms of the Facility Agreement</p> <p>"Managing Agent" means CLSH or any other managing agent appointed by an Obligor in respect of the Properties in accordance with Clause 25 2 (Managing Agents) of the Facility Agreement</p> <p>"Obligor" means each Borrower and each Guarantor</p> <p>"Obligors' Agent" means CLSH appointed to act on behalf of each Obligor in relation to the Finance Documents pursuant to Clause 2 3 (Obligors' Agent) of the Facility Agreement</p>	

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

"Original Lender" means The Royal Bank of Scotland plc

"Party" means a party to the Facility Agreement

"Properties" means

Great West House Title Number MX445153
Great West Road
Brentford TW8 9DF

Westminster Tower Title Number LN5866
3 Albert Embankment
London SE1 7SP

95 and 97 Wandsworth Road Title Number SGL310055
22 Miles Street and 72-78
even) Bondway London SW8 2HG

86 Bondway Title Number SGL188717
London SW8 1SF

80-84 Bondway and 18-20 Title Number SGL397082
Miles Street London SW8 1SF

5 Miles Street London SW8 1RZ Title Number 115023

Land on the south side of Title Number TGL275528
Miles Street London
(leasehold)

and any other present or future freehold or leasehold property in which any Borrower has an interest, in each case including each part of the property and all buildings, fixtures (including trade fixtures), fixed plant and machinery, furnishings, fittings, equipment, decoration and other structures at any time on it but excluding tenant's fixtures and fittings and all easements and rights attaching to it

"Receiver" means a receiver or receiver and manager or administrative receiver of the whole or any part of the Charged Property

"Secured Party" means each Finance Party from time to time party to the Facility Agreement and any Receiver.

"Security" means a mortgage, charge, pledge, lien, assignment by way of security, retention of title provision, trust or flawed asset management (for the purposes of, or which has the effect of, granting security) or other security interest securing any obligation of any person or any other agreement or arrangement in any jurisdiction having a similar effect

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>"Share Mortgage" means a mortgage entered into by the Shareholder over the entire issued share capital of each Borrower in favour of the Security Trustee</p> <p>"Shareholder" means Central London Securities Limited</p> <p>"Subordinated Creditors" means NYK Investments Limited</p> <p>"Subordination Deed" means the subordination deed dated 22 December 2010 made between the Subordinated Creditors, the Security Trustee and the Borrowers</p> <p>"Transaction Security" means the Security created or expressed to be created in favour of the Security Trustee pursuant to the Transaction Security Documents</p> <p>"Transaction Security Documents" means the Debenture, the Duty of Care Agreement, the Share Mortgage and any other document creating, evidencing or granting Security in favour of the Finance Parties (or any of them) in respect of the liabilities of the Obligors to the Finance Parties under or pursuant to the Finance Documents, each in form or substance satisfactory to the Agent.</p> <p>"Transfer Certificate" means a certificate substantially in the form set out in Schedule 6 (<i>Form of Transfer Certificate</i>) of the Facility Agreement, or any other form agreed between the Agent and the Obligors' AGENT.</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>Controlled Accounts</p> <p>The Company charged by way of fixed charge all amounts standing to the credit of each Controlled Account and all of its right, title and interest in and relating to each Controlled Account</p> <p>Subject to Clause 3 4 3 of the Debenture, regardless of the terms on which moneys are credited to any Controlled Account, no amount standing to the credit of a Controlled Account will be or accrue due or payable to the Company until</p> <p>(a) the Secured Liabilities have been paid and discharged in full, and</p> <p>(b) no Secured Party is under any obligation to make banking or other facilities available to any Chargor,</p> <p>and until that time the Company shall not request, demand or claim to be entitled to withdraw any amount from that Controlled Account except (without prejudice to the Secured Parties' rights under the Debenture) as the Security Trustee may from time to time permit or otherwise in accordance with the provisions of the Facility Agreement</p> <p>Clause 3 4 2 of the Debenture shall not apply to the extent it would prejudice any Secured Party's rights under the Finance Documents to any amount standing to the credit of a Controlled Account, including any right of a Secured Party under the Finance Documents to make a withdrawal from a Controlled Account</p> <p>Intellectual Property Rights</p> <p>The Company charged by way of fixed charge all Intellectual Property Rights</p> <p>Goodwill</p> <p>The Company charged by way of fixed charge its goodwill</p> <p>Uncalled capital</p> <p>The Company charged by way of fixed charge its uncalled capital</p> <p>Authorisations</p> <p>The Company charged by way of fixed charge the benefit of all Authorisations held by it in relation to any Security Asset</p> <p>Collateral Warranties</p> <p>The Company charged by way of fixed charge all its rights under any Collateral Warranties</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>Insurances</p> <p>The Company assigned absolutely all its rights and interests under the Insurances</p> <p>Hedging Agreements</p> <p>The Company assigned absolutely all of its rights and interest under any Hedging Agreement</p> <p>Other contractual rights</p> <p>The Company assigned absolutely all its rights and interests under or in respect of:</p> <ul style="list-style-type: none"> (a) each Lease Document, (b) all Rental Income, (c) all Net Disposal Proceeds payable to the Company in respect of the Land known as Westminster Tower, 3 Albert Embankment, London SE1 7SP with title number LN5866 registered in the ownership of the Company, (d) any guarantee of Rental Income contained in or relating to any Lease Document, (e) each appointment of a Managing Agent (if any), and (f) any other agreement to which it is a party which is not otherwise effectively assigned or charged by way of fixed charge pursuant to Clause 3 of the Debenture <p>Other assets</p> <p>The Company charged by way of floating charge all its present and future business, undertaking and assets which are not effectively mortgaged, charged by way of fixed charge or assigned under Clause 3 of the Debenture.</p> <p>Paragraph 14 of Schedule B1 to the Insolvency Act 1986 shall apply to any floating charge created by the Debenture</p> <p>Trust</p> <p>Subject to Clause 3 14.2 of the Debenture, if or to the extent that the assignment or charging of any Security Asset is prohibited, the Company holds it on trust for the Security Trustee</p> <p>If the reason referred to in Clause 3 14 1 of the Debenture is that</p> <ul style="list-style-type: none"> (a) a consent or waiver must be obtained, 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) a condition must be satisfied,

then

(1) subject to Clause 3 14 3 of the Debenture, the Company shall apply for the consent or waiver, and

(11) the Company shall use its best endeavours to satisfy the condition,

in each case within 14 days of the date of the Debenture or, if the Security Asset is acquired after the date of the Debenture, within 14 days of the date of acquisition

Where the consent or waiver is not to be unreasonably withheld, the Company shall

(a) use all reasonable endeavours to obtain it as soon as possible, and

(b) keep the Security Trustee informed of the progress of the negotiations to obtain it

On the waiver or consent being obtained, or the condition being satisfied, the Security Asset shall be mortgaged, charged or assigned (as appropriate) under Clause 3 of the Debenture and the trust referred to in Clause 3 14 3 of the Debenture shall terminate

Disposals

In the Debenture, the Company undertook that it would not (save as permitted by the Debenture), enter into a single transaction or a series of transactions (whether related or not), whether voluntary or involuntary and whether at the same time or over a period of time, to sell, lease, transfer, loan, or otherwise dispose of any Security Asset, or enter into an agreement to make any such disposal

Negative Pledge

In the Debenture, the Company undertook that it would not create or permit to subsist any Security over any Security Asset except for Permitted Security

"Account Bank" means The Royal Bank of Scotland plc,

"Agreement for Lease" means an agreement to grant an Occupational Lease,

"Authorisation" means an authorisation, consent, permission, approval, resolution, licence, exemption, filing, notarisation or registration,

"Collateral Warranties" means any collateral warranties or the benefit of any construction related agreement obtained by the Company from time to time in connection with a Property,

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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

"Controlled Account" means the Proceeds Account and the Rent Account,

"Equipment" means all fixed and moveable plant, machinery, tools, vehicles, computers and office and other equipment and the benefit of all related Authorisations, agreements and warranties,

"Headlease" means a lease under which an Obligor holds title to a Property or any part of it;

"Insurance" means, each contract or policy of insurance to which the Company is a party or in which it has an interest,

"Intellectual Property Rights" means

- (a) any patents, petty patents, trade marks, service marks, trade names, domain names, rights in designs, software rights, utility models, database rights, copyrights, rights in the nature of copyright, and all other forms of intellectual or industrial property,
- (b) any rights in or to inventions, formulae, confidential or secret processes and information, know-how and similar rights, goodwill and any other rights and assets of a similar nature, and
- (c) any other right to use, or application to register or protect, any of the items listed in paragraphs (a) or (b) above,

of the Company arising or subsisting in any jurisdiction and whether registered or not,

"Investments" means

- (a) all or any stocks, shares, bonds and securities of any kind (marketable or otherwise), negotiable instruments and warrants and any other financial instruments (as defined in the Regulations), and
- (b) all allotments, accretions, offers, options, rights, bonuses, benefits and advantages, whether by way of conversion, redemption, preference, option or otherwise which at any time accrue to or are offered or arise in respect of them,

owned by the Company and includes all dividends, interest and other distributions paid or payable on or in respect of them,

"Land" has the same meaning as it has in section 205(1) of the Law of Property Act 1925,

"Lease Document" means

- (a) an Agreement for Lease,
- (b) an Occupational Lease, or
- (c) any other document designated as such by the Security Trustee

"Net Disposal Proceeds" means all sums (other than Rental Income) paid or payable to a Borrower, whether by purchasers or others, on the disposal

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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

(whether by transfer, assignment or otherwise) of, or the grant or creation of an interest in, a Property or any part of it (excluding the surrender of an Occupational Lease), including

- (a) all deposits paid or payable to that Borrower (other than Rent Deposits);
- (b) any other sums of a capital nature derived from that Property or any dealing with it (including, without limitation, any repayment of the purchase price for a Property originally paid by the relevant Borrower that may become due as a result of the determination of rent reviews under any Headlease or Occupational Lease), and
- (c) any compensation or damages received for any use or disturbance, blight or compulsory purchase affecting that Property or any part of it (excluding any amount received in respect of dilapidations),

in each case after deduction of all reasonable fees, costs and expenses (including any VAT payable in respect of such fees, costs and expenses) directly and properly incurred in connection with that disposal, grant or creation and previously approved by the Agent (acting reasonably) in writing,

"Occupational Lease" means any lease or license or other right of occupation or right to receive rent in respect of all or part of any Property,

"Permitted Security" means

- (a) any Security or Quasi-Security entered into pursuant to any Finance Document, or
- (b) any lien arising by operation of law and in the ordinary course of the Company's day-to-day trading activities in respect of any obligation which is less than 60 days overdue or which is being contested in good faith and by appropriate means

"Proceeds Account" means a deposit account with the Account Bank, account number 10134587, sort code 16-00-16,

"Quasi-Security" means any transaction described in Clause 24 4.3 (Negative Pledge) of the Facility Agreement,

"Regulations" means the Financial Collateral Arrangements (No 2) Regulations 2003 (S I 2003/3226) or equivalent legislation in any applicable jurisdiction bringing into effect Directive 2002/47/EC on financial collateral arrangements, and Regulation means any of them,

"Rent Account" means a deposit account with the Account Bank, account number 10075270, sort code 16-00-16,

"Rent Deposits" means any deposits paid in connection with any Occupational Lease by any occupational tenant as security for its obligations under an Occupational Lease,

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

"Rental Income" means the aggregate of all amounts paid to or for the account of each Borrower in connection with the letting, use or occupation of any part of a Property, including (without double counting) .

(a) rent, licence fees and equivalent amounts paid or payable,

(b) any sum received or receivable from any deposit held as security for performance of a tenant's obligations,

(c) a sum equal to any apportionment of rent allowed in favour of the relevant Borrower,

(d) any other moneys paid or payable in respect of occupation or usage of a Property and any fixture and fitting on a Property including any fixture or fitting for display or advertisement, on licence or otherwise,

(e) any sum paid or payable under any policy of insurance in respect of loss of rent or interest on rent,

(f) any sum paid or payable, or the value of any consideration given, for the surrender or variation of any Lease Document,

(g) any sum paid or payable by any guarantor or other surety of any occupational tenant under any Lease Document,

(h) any amount paid or payable to a Borrower by way of reimbursement of expenses incurred or on account of expenses to be incurred in the management, maintenance or repair of, and the payment of insurance premiums for, any Property,

(i) any amount payable to a Borrower for a breach of covenant under any Occupational Lease and for expenses incurred in relation to such breach,

(j) any profits of a revenue nature awarded or agreed to be payable to a Borrower as a result of any proceedings taken or claims made,

(k) any Tenant Contributions,

(l) any interest paid or payable on, and any damages, compensation or settlement paid or payable in respect of, any sum referred to in paragraphs (a) to (k) above less any related fees and expenses incurred by the relevant Obligor which have not been reimbursed by another person, and

(m) any VAT payable on any sum or amount referred to in this definition,

"Security Assets" means, in relation to the Company, all of its assets which are the subject of any Security created or to be created by the Debenture,

"Tenant Contributions" means

(a) any moneys (together with any interest on such moneys) paid or payable to any Borrower by a tenant under a Lease Document or by any other occupier of a Property by way of contribution to

(i) insurance premiums,

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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

(ii) the cost of an insurance valuation,

(iii) a service charge to cover costs incurred or to be incurred by the relevant Borrower in performing any repairing or similar obligation relating to a Property or in providing services to any tenant of a Property or by way of charges for gas, electricity, water, telephone and other similar services used exclusively by a tenant of a Property or other payments due under an Occupational Lease which do not represent rent or interest thereon, or

(iv) a sinking fund, or

(b) any rent deposit paid by any tenant under a Lease Document or by any other occupier of a Property unless utilised by the relevant Borrower,

(c) any rent paid or payable by a Borrower to any freeholder of any Property which is leasehold,

(d) any surrender premiums or one-off lump sum payments payable to a Borrower,

(e) any management costs associated with the operation of the Properties which have previously been approved in writing by the Agent, and

(f) any VAT payable on any of the items listed in paragraphs (a) - (c) above and/or the Rental Income, and

"VAT" means value added tax as provided for in the Value Added Tax Act of 1994 and any other tax of a similar nature



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY NO. 2114695
CHARGE NO. 10

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A DEBENTURE DATED 22
DECEMBER 2010 AND CREATED BY THREE ALBERT
EMBANKMENT LIMITED FOR SECURING ALL MONIES DUE OR
TO BECOME DUE FROM THE CHARGORS TO THE SECURED
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 5 JANUARY 2011

GIVEN AT COMPANIES HOUSE, CARDIFF THE 7 JANUARY 2011



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES