

MG01

Particulars of a mortgage or charge

103396/13  
IRIS

**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**  
You cannot use this form to register  
particulars of a charge for a  
company. To do this, please use  
form MG01s



LD3 \*LNJ5VKNY\* 39  
07/06/2010  
COMPANIES HOUSE

MONDAY

**1 Company details**

Company number 0 2 5 7 1 2 2 4

Company name in full BA Cityflyer Limited (the "Assignor")

27 For official use

→ **Filing 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 d7 m0 m5 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 deed of assignment (insurances) between the Assignor and British Airways E-Jets Leasing Limited (the "Assignee") in respect of one (1) Embraer ERJ 190-100 SR aircraft bearing manufacturer's serial number 19000351 (the "Deed of Assignment (Insurances)")

**4 Amount secured**

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

Amount secured 4 x 10  
Any and all moneys, liabilities and obligations  
(whether actual or contingent, whether existing on  
28 May 2009 or thereafter arising, whether or not  
for the payment of money and including, without  
limitation, any obligation or liability to pay  
damages) from time to time owing to Assignee by  
Assignor pursuant to any Operative Document (the  
"Lessee Secured Obligations")

Unless defined elsewhere on this Form MG01, please  
see the attached MG01 continuation page in section  
6 (Short Particulars of all the property charged)  
of this form for the defined terms which are used  
throughout this Form MG01 (including in such  
continuation page).

**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

British Airways E-Jets Leasing Limited ✓

Address

Canon's Court, 22 Victoria Street,

Hamilton HM 12, Bermuda

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

As continuing security for the payment, performance and discharge to the Lessor of the Lessee Secured Obligations, the Assignor has assigned and agreed to assign absolutely to the Assignee all of its present and future rights, title and interest in and to (1) the Relevant Insurances, (2) all the benefits of such policies and contracts in respect of such Relevant Insurances (including all claims of whatsoever nature thereunder and returns of premiums in respect thereof) and (3) all Requisition Compensation relating to the Relevant Aircraft. For the avoidance of doubt, the Deed of Assignment (Insurances) does not constitute an assignment of any policy of insurance but only of the benefit, rights, title, interest and proceeds thereunder insofar as the same relates to the Relevant Aircraft.

The Deed of Assignment (Insurances) contains covenants for further assurance and a negative pledge

Unless defined elsewhere on this Form MG01, please see the attached MG01 continuation page in section 6 (Short particulars of all the property charged) of this form for the defined terms which are used throughout this Form MG01 (including in such continuation pages)

# 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>"Aircraft" means any, each or all, as the context may require of the Tranche 1 Aircraft and the Tranche 2 Aircraft</p> <p>"Airframe" means, in respect of any Aircraft</p> <p>(a) such Aircraft (other than the relevant Engines), and</p> <p>(b) any and all Parts which are (a) incorporated or installed in or attached to such Aircraft on the relevant Delivery Date or (b) incorporated or installed in or attached to the Aircraft at any time subsequent to the relevant Delivery Date (but excluding any part installed on such Aircraft, Airframe or Engine pursuant to clause 15.8 (<i>Temporary Installation of Substitute Parts or Engines</i>) of the Lease Agreement) or</p> <p>(c) so long as title thereto shall remain vested in the Lessor in accordance with the terms of the Lease Agreement and the Operative Documents, removed from the Aircraft</p> <p>"Aviation Authority" means, in respect of any Aircraft, any one or more person(s) who, under the laws of the State of Registration, shall from time to time have control or supervision of civil aviation in that state or have jurisdiction over the registration, airworthiness or operation of, or other matters relating to, that Aircraft</p> <p>"BA" means British Airways Plc and its successors in title</p> <p>"BA Affiliate" means BA and (a) any successor entity of BA formed pursuant to a merger to which BA is a party, (b) any undertaking which is a subsidiary of BA or which is in the same group as BA or any such successor entity, and (c) any associate or franchisee of BA. For the purposes of this definition, "subsidiary" means any undertaking in which BA directly or indirectly holds a majority of the ordinary share capital or directly or indirectly controls a majority of the voting rights, "undertaking" and "associate" shall have the respective meanings given to them in sections 1161 and 1260(3) of the Companies Act 2006; and "group" shall have the meaning given to it in section 421(1)(a) to (e) and (2) of the Financial Services and Markets Act 2000</p> <p>"Bill of Sale" means, in respect of any Aircraft, the bill of sale relating to that Aircraft (in a form reasonably satisfactory to the Security Trustee) executed or, as the context may require, to be executed by the Manufacturer in favour of the Borrower</p> <p>"Borrower" means British Airways E-Jets Leasing Limited, a limited liability company incorporated under the laws of Bermuda with registered company number 42992</p>	

# MG01 - continuation page

## Particulars of a mortgage or charge

6	Short particulars of all the property mortgaged or charged
Short particulars	<p data-bbox="343 371 1038 400">Please give the short particulars of the property mortgaged or charged</p> <p data-bbox="343 423 1503 568">"Borrower Parent" means Britair Holdings Limited, a limited liability company incorporated under the laws of England and Wales having registered company number 03537574 or any other person that replaces Britair Holdings Limited as the Borrower Parent in accordance with clause 20 9 3 of the Funding Agreement</p> <p data-bbox="343 607 1503 719">"Delivery" means, in respect of any Aircraft, the time when the Lessor purchases, accepts delivery of and acquires title to that Aircraft from the Manufacturer in accordance with the Purchase Agreement and the relevant Purchase Agreement Assignment</p> <p data-bbox="343 757 1503 813">"Delivery Date" means, in respect of any Aircraft, the date on which Delivery of that Aircraft occurs</p> <p data-bbox="343 851 1503 963">"Embraer Consent and Agreement" means, in respect of any Aircraft, the consent and agreement of the Manufacturer to the relevant Purchase Agreement Assignment substantially in the form annexed to the Purchase Agreement Assignment</p> <p data-bbox="343 1001 1150 1023">"Engine Manufacturer" means General Electric Company</p> <p data-bbox="343 1061 1503 1207">"Engine Warranties Agreement" means, in respect of any Aircraft, the engine warranties agreement (in a form reasonably satisfactory to the Security Trustee) entered into, or to be entered into, as the context may require, between the Borrower, the Lessee, the Security Trustee and the Engine Manufacturer in respect of the Engines relating to that Aircraft</p> <p data-bbox="343 1245 1011 1267">"Engines" means, in respect of any Aircraft</p> <p data-bbox="343 1305 1503 1417">(a) each of the two (2) General Electric model CF34 series engines having the serial numbers set out in the Lease Supplement relating to that Aircraft, whether or not installed on the Airframe from time to time until replaced in accordance with the Lease Agreement,</p> <p data-bbox="343 1456 1503 1534">(b) any replacement engine for any such Engines in accordance with clauses 15.6 (<i>Installation of Parts and Engines</i>) of the Lease Agreement, and</p> <p data-bbox="343 1572 1503 1863">(c) any and all Parts which are (a) incorporated or installed in or attached to such Engines on the relevant Delivery Date or (b) incorporated or installed in or attached to such Engines (or any such replacement engine) at any time subsequent to the relevant Delivery Date (but excluding any part installed on such Aircraft, Airframe or Engine pursuant to clause 15 8 (<i>Temporary Installation of Substitute Parts or Engines</i>) of the Lease Agreement) or (c) so long as title thereto shall remain vested in the Lessor in accordance with the terms of the Lease Agreement and the Operative Documents, removed from such Engines (or from any such replacement engine)</p>

# MG01 - continuation page

## Particulars of a mortgage or charge

6	Short particulars of all the property mortgaged or charged
Short particulars	<p data-bbox="336 367 1043 398">Please give the short particulars of the property mortgaged or charged</p> <p data-bbox="336 421 1503 479">"Funding Agreement" means the funding agreement dated 28 May 2009, between the Lender and the Borrower in respect of the Aircraft</p> <p data-bbox="336 510 1503 600">"Guarantee" means the guarantee dated 28 May 2009, by the Guarantor in favour of the Lessor in respect of the obligations of the Lessee under the Operative Documents</p> <p data-bbox="336 631 1503 721">"Guarantor" means British Airways Plc, a public limited company incorporated under the laws of England and Wales having registered company number 01777777</p> <p data-bbox="336 752 1503 869">"Insurances" means, in respect of any Aircraft, any and all policies and contracts of insurance relating to that Aircraft and required to be effected and maintained pursuant to clause 19 (<i>Insurance</i>) of the Lease Agreement</p> <p data-bbox="336 900 1503 1048">"Lease Agreement" means the aircraft lease agreement dated 28 May 2009, between the Lessor and the Lessee in respect of the Aircraft including each Lease Supplement relating to such Aircraft and any side letter agreement dated even date therewith between the Lessee and the Lessor relating to such aircraft lease agreement</p> <p data-bbox="336 1079 1503 1227">"Lease Supplement" means, in respect of any Aircraft, the lease supplement relating to that Aircraft in substantially the form set out in schedule 2 (<i>Form of Lease Supplement</i>) of the Lease Agreement executed or, as the context may require, to be executed by the Lessee and the Lessor pursuant to clause 4 (<i>Delivery</i>) of the Lease Agreement</p> <p data-bbox="336 1258 1503 1438">"Lender" means Banco Nacional de Desenvolvimento Econômico e Social - BNDES, a financial institution wholly-owned by the Government of the Federative Republic of Brazil, registered in the General Register of Taxpayers with number 33 657 248/0001-89, with headquarters in Brasilia (Federal District) and main offices at Avenida Republica do Chile n 100, City of Rio de Janeiro, State of Rio de Janeiro, Brazil</p> <p data-bbox="336 1469 1503 1648">"Lessee Secured Obligations" means any and all moneys, liabilities and obligations (whether actual or contingent, whether existing on 28 May 2009 or thereafter arising, whether or not for the payment of money and including, without limitation, any obligation or liability to pay damages) from time to time owing to Lessor by the Lessee pursuant to any Operative Document</p> <p data-bbox="336 1680 1503 1769">"Lessee" means BA Cityflyer Limited, a limited liability company incorporated under the laws of England and Wales with registered company number 02571224</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>"Lessor" means British Airways E-Jets Leasing Limited, a limited liability company incorporated under the laws of Bermuda with registered company number 42992.</p> <p>"Loan" means any, each or all, as the context may require, of the Tranche 1 Loans or the Tranche 2 Loans</p> <p>"Loan Supplement" means, in respect of any Loan, the loan supplement entered into or, to be entered into as the context may require, between the Borrower and the Lender pursuant to clause 5.7 (<i>Loan Supplement</i>) of the Funding Agreement, substantially in the form set out in schedule 3 (<i>Form of Loan Supplement</i>) of the Funding Agreement</p> <p>"Manuals and Technical Records" means, in respect of any Aircraft, all technical data, manuals and other documentation supplied by the Manufacturer, the Engine Manufacturer or any other manufacturer or supplier, all logs, records, computer data media and other materials and documents kept by the Lessee or any Permitted Sublessee or required to be kept with respect to that Aircraft or any part thereof, whether in compliance with any law or the Lease Agreement or any requirement for the time being of the Aviation Authority or otherwise</p> <p>"Manufacturer" means Embraer - Empresa Brasileira de Aeronautica S A</p> <p>"Mortgage" means, in respect of any Aircraft, collectively (i) the relevant English law mortgage in the agreed form granted or to be granted, as the context may require, by the Borrower in favour of the Security Trustee at the Delivery Date in respect of that Aircraft, and (ii) any other aircraft mortgage over that Aircraft entered into from time to time by the Borrower in favour of the Security Trustee</p> <p>"Notice of Borrowing" means, in respect of any Loan, a notice substantially in the form set out in schedule 2 (<i>Form of Notice of Borrowing</i>) of the Funding Agreement</p> <p>"Obligor" means each of the Borrower, the Borrower Parent, the Lessee and the Guarantor</p> <p>"Operative Document" means (i) each the Bill of Sale, each Engine Warranties Agreement, the Funding Agreement, the Guarantee, the Lease Agreement, each Lease Supplement, each Loan Supplement, each Purchase Agreement Acceptance Certificate, each Purchase Agreement Assignment, the Security Trust Deed, the Security Trustee Fee Letter, the Security Documents and each Notice of Borrowing, (ii) any other document, instrument or agreement which is agreed in writing by the Borrower, the Lender, the Security Trustee and the Lessee to be an Operative Document, and (iii) each and every notice, acknowledgement, certificate or document delivered or required to be delivered under any of the foregoing (and "Operative Document" means any of them)</p>	

# MG01 - continuation page

## Particulars of a mortgage or charge

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	Please give the short particulars of the property mortgaged or charged	
Short particulars	<p>"Part" means, in relation to any Aircraft, Airframe or Engine, any appliance, accessory, instrument, navigational and/or communications equipment or appurtenance, furnishing, module, component, part or other equipment (other than a complete Engine or engine)</p> <p>"Permitted Sub-Lessee" means (a) any BA Affiliate or (b) any of the entities listed in schedule 4 (<i>Other Permitted Sub-Lessee</i>s) of the Lease Agreement (as such list may be amended from time to time pursuant to clause 16 4 of the Lease Agreement)</p> <p>"Purchase Agreement" means the aircraft purchase agreement dated 19 December 2008 between the Lessee and the Manufacturer providing for, <i>inter alia</i>, the purchase of the Aircraft, as amended, supplemented or restated from time to time, together with the exhibits and the letter agreements thereto</p> <p>"Purchase Agreement Acceptance Certificate" means, in respect of any Aircraft, the certificate of acceptance in respect of that Aircraft executed or, as the context may require, to be executed, by the Lessee on behalf of the Lessor pursuant to the Purchase Agreement and the relevant Purchase Agreement Assignment</p> <p>"Purchase Agreement Assignment" means, in respect of any Aircraft, (a) the assignment of certain of the Lessee's rights under the Purchase Agreement in respect of that Aircraft entered into or to be entered into, as the context may require, between the Borrower and the Lessee and (b) the Embraer Consent and Agreement relating to that Aircraft (each in a form reasonably satisfactory to the Security Trustee)</p> <p>"Relevant Aircraft" means the Aircraft with manufacturer's serial number 19000351, model Embraer ERJ 190-100 SR.</p> <p>"Relevant Insurances" means, in respect of any Aircraft (including the Relevant Aircraft), all policies and contracts in respect of the Insurances relating to that Aircraft, other than Insurances in respect of liabilities to third parties</p> <p>"Requisition Compensation" means, in respect of any Aircraft, all moneys or other compensation from time to time receivable by the Borrower, the Lessee or any Permitted Sub-Lessee (as applicable) or any other person in respect of the requisition for hire, title, acquisition, capture, deprivation, detention, condemnation, confiscation or seizure of that Aircraft</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>"Secured Parties" means the Lender and Security Trustee (each a "Secured Party")</p> <p>"Security Assignment" means the security assignment dated 28 May 2009, between the Borrower and the Security Trustee relating to the rights, title and interests of the Borrower under certain of the Operative Documents</p> <p>"Security Documents" means (i) each Assignment of Insurances, each Mortgage, the Security Assignment, the Share Charge and the Share Charge Ancillary Documents; (ii) any other document, instrument or agreement which is agreed in writing by the Borrower, the Lender, the Security Trustee and the Lessee to be a "Security Document", and (iii) each and every notice, acknowledgement, certificate or document delivered or required to be delivered under any of the foregoing (and "Security Document" means any of them)</p> <p>"Security Trust Deed" means the security trust deed dated 28 May 2009, between the Assignee, Banco Nacional De Desenvolvimento Econômico e Social - BNDES and The Law Debenture Trust Corporation p l c</p> <p>"Security Trustee" means The Law Debenture Trust Corporation p l c , in its capacity as security trustee for and on behalf of itself and the Lender</p> <p>"Security Trustee Fee Letter" means the security trustee fee letter dated even date therewith between the Security Trustee and the Borrower</p> <p>"Share Charge" means the share charge dated 3 September 2009 between the Borrower Parent and the Security Trustee in respect of the shares in the Borrower</p> <p>"Share Charge Ancillary Documents" means the documents in the agreed form entered into or to be entered into, or delivered or to be delivered, as the context may require, pursuant to clause 4 (Security) of the Share Charge.</p> <p>"State of Registration" means the United Kingdom or any other state or territory from time to time with whose Aviation Authority the Aircraft is registered in accordance with the provisions of clause 17 (Title and Registration) of the Lease 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>"Tranche 1 Aircraft" means any, each or all, as the context may require, of the first six (6) Embraer aircraft, model ERJ 190-100 SR or ERJ 170-100 STD (as the case may be), in respect of which Delivery shall occur under the Purchase Agreement and the relevant Purchase Agreement Assignment, as more particularly described in the Loan Supplements relating thereto, including the relevant Airframe, Engines and all Parts of the relevant Airframe and Engines and, where the context so permits, the relevant Manuals and Technical Records</p> <p>"Tranche 1 Loan" means, in respect of any Tranche 1 Aircraft, at any time, the aggregate principal amount of the loan advanced by the Lender under the Funding Agreement in respect of that Tranche 1 Aircraft which is outstanding at that time</p> <p>"Tranche 2 Aircraft" means any, each or all, as the context may require, of the seventh (7th) to eleventh (11th) Embraer aircraft, model ERJ 190-100 SR or ERJ 170-100 STD (as the case may be), in respect of which Delivery shall occur under the Purchase Agreement and the relevant Purchase Agreement Assignment, as more particularly described in the Loan Supplements relating thereto, including the relevant Airframe, Engines and all Parts of the relevant Airframe and Engines and, where the context so permits, the relevant Manuals and Technical Records</p> <p>"Tranche 2 Loan" means, in respect of any Tranche 2 Aircraft, at any time, the aggregate principal amount of the loan advanced by the Lender under the Funding Agreement in respect of that Tranche 2 Aircraft which is outstanding at that time</p>	

## MG01

### Particulars of a mortgage or charge

<b>7</b>	<b>Particulars as to commission, allowance or discount (if any)</b>  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 <ul style="list-style-type: none"><li>- subscribing or agreeing to subscribe, whether absolutely or conditionally, or</li><li>- procuring or agreeing to procure subscriptions, whether absolute or conditional,</li></ul> 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	None	
<b>8</b>	<b>Delivery of instrument</b>  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)	
<b>9</b>	<b>Signature</b>  Please sign the form here  Signature  <b>X Clifford Chance LLP X</b>  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 Harpreet Jheeta

Company name Clifford Chance LLP

Address 10 Upper Bank Street

Post town Canary Wharf

County/Region London

Postcode E 1 4 5 J J

Country

DX 149120 Canary Wharf 3

Telephone 020 7006 4996



### 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,  
First Floor, Waterfront Plaza, 8 Laganbank Road,  
Belfast, Northern Ireland, BT1 3BS  
DX 481 N R Belfast 1



### Further information

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)

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912259  
x4996  
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## **CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE**

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

**COMPANY NO. 2571224  
CHARGE NO. 27**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES  
HEREBY CERTIFIES THAT A DEED OF ASSIGNMENT DATED 27  
MAY 2010 AND CREATED BY BA CITYFLYER LIMITED FOR  
SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE  
COMPANY TO BRITISH AIRWAYS E-JETS LEASING LIMITED  
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 7 JUNE 2010

GIVEN AT COMPANIES HOUSE, CARDIFF THE 9 JUNE 2010



*Companies House*  
— for the record —

*DSA*



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES