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CHFP041

COMPANIES FORM No. 395

Particulars of a mortgage or charge

395

A fee of £13 is payable to Companies House in respect of each register entry for a mortgage or charge.

Please do not
write in
this margin

Please complete
legibly, preferably
in black type or
bold block
lettering

* Insert full name
of company

Pursuant to section 395 of the Companies Act 1985

To the Registrar of Companies
(Address overleaf - Note 6)

For official use Company number

Name of company

2

03502452

*South Manchester Healthcare (Holdings) Limited (the **Holding Company**)

Date of creation of the charge

1 July 2009

Description of the instrument (if any) creating or evidencing the charge (note 2)

Supplemental Deed of Assignment by Way of Security dated 1 July 2009
between the Holding Company and Bank of Scotland Plc (the **Trustee**) (the
Deed of Assignment)

Amount secured by the mortgage or charge

1. The moneys and liabilities which the Holding Company is liable as guarantor under Clause 2.1 of the Holding Company Debenture to all the Borrower's obligations (payment or otherwise) under or in connection with the Finance Documents but subject to the Holding Company Limitation of Liability (the **Holding Company Covenant**);

2. all claims, demands and damages for breach of the Holding Company Covenant; and

3. the Receiver's Remuneration,
(together the **Secured Amounts**).

Capitalised words and expressions used in this form M395 and not defined herein, have the meaning given to them in Continuation Sheet Number 1.

Names and addresses of the mortgagees or persons entitled to the charge

Bank of Scotland Plc acting through its Infrastructure Finance Division
at New Uberior House, Ground Floor, 11 Earl Grey Street, Edinburgh.

Postcode EH3 9BN

Presenter's name, address and
reference (if any):

FRESHFIELDS BRUCKHAUS
DERINGER LLP
65 FLEET STREET, LONDON
ENGLAND
UNITED KINGDOM EC4Y 1HS
~~DX 23 LONDON/CHANCERY LANE~~

Time critical reference
101072-0053

For official use (02/2006)
Mortgage Section

WEDNESDAY



L3N1JBKQ

LD3

15/07/2009

27

COMPANIES HOUSE

Short particulars of all the property mortgaged or charged

For Short Particulars of the property charged please see Continuation Sheet Number 1 attached to this Form 395.

Please do not write in this margin

Please complete legibly, preferably in black type or bold block lettering

A fee is payable to Companies House in respect of each register entry for a mortgage or charge. (See Note 5)

† Delete as appropriate

Particulars as to commission allowance or discount (note 3)

Nil

Signed

Reginald Penellon Dwyer Date *15/07/09*

On behalf of ~~[company]~~ [mortgagee/chargee] †

Notes

1. The original instrument (if any) creating or evidencing the charge, together with these prescribed particulars correctly completed must be delivered to the Registrar of Companies within 21 days after the date of creation of the charge (section 395). If the property is situated and the charge was created outside the United Kingdom delivery to the Registrar must be effected within 21 days after the date on which the instrument could in due course of post, and if dispatched with due diligence, have been received in the United Kingdom (section 398). A copy of the instrument creating the charge will be accepted where the property charged is situated and the charge was created outside the United Kingdom (section 398) and in such cases the copy must be verified to be a correct copy either by the company or by the person who has delivered or sent the copy to the Registrar. The verification must be signed by or on behalf of the person giving the verification and where this is given by a body corporate it must be signed by an officer of that body. A verified copy will also be accepted where section 398(4) applies (property situate in Scotland or Northern Ireland) and Form No. 398 is submitted.
2. A description of the instrument, eg "Trust Deed", "Debenture", "Mortgage" or "Legal charge", etc, as the case may be, should be given.
3. In this section there should be inserted the amount or rate per cent. of the commission, allowance or discount (if any) paid or made either directly or indirectly by the company to any person in consideration of his:
 - (a) subscribing or agreeing to subscribe, whether absolutely or conditionally, or
 - (b) procuring or agreeing to procure subscriptions, whether absolute or conditional,for any of the debentures included in this return. The rate of interest payable under the terms of the debentures should not be entered.
4. If any of the spaces in this form provide insufficient space the particulars must be entered on the prescribed continuation sheet.
5. A fee of £13 is payable to Companies House in respect of each register entry for a mortgage or charge. Cheques and Postal Orders are to be made payable to **Companies House**.
6. The address of the Registrar of Companies is:- Companies House, Crown Way, Cardiff CF4 3UZ.

CONTINUATION SHEET NUMBER 1 TO FORM 395

Name of Company: South Manchester Healthcare (Holdings) Limited.

Company Number: 03502452

SHORT PARTICULARS OF THE PROPERTY CHARGED

1. ASSIGNMENTS

The Holding Company as continuing security for the payment, discharge and performance of the Secured Amounts at any time owed or due to the Beneficiaries (or any of them) assigns and agrees to assign to the Trustee (as agent and trustee for the Beneficiaries) absolutely all its right, title, interest and benefit (if any) in and to the Assigned Agreement.

2. ASSIGNMENT OF PROCEEDS, DAMAGES, ETC

To the extent that any such right, title, and interest described above is not assignable or capable of assignment, such assignment purported to be effected above shall operate as, in the case of the Assigned Agreement, an assignment of any and all damages, compensation, remuneration, profit, rent or income which any Chargor may derive from such Assigned Agreement or be awarded or entitled to in respect of such Assigned Agreement: as continuing security for the payment, discharge and performance of the Secured Amounts at any time owed or due to the Beneficiaries (or any of them).

3. POWER OF ATTORNEY

For the purpose of securing the interest of the Trustee in the Charged Assets and the performance of the Holding Company's obligations to the Trustee whether under the Deed of Assignment, the Finance Documents or otherwise, the Holding Company irrevocably and by way of security appoints the Trustee and the Receiver jointly and also severally to be its attorney and attorneys (with full power to appoint substitutes and to sub-delegate, including power to authorise the person so appointed to make further appointments, in both cases, with regard to all or any part of the Charged Assets) on behalf of the Holding Company and in its name or otherwise, to execute any document or do any act or thing which the Trustee or the Receiver (or their substitutes or delegates) may, in its or his absolute discretion, consider appropriate in connection with the exercise of any of the powers of the Trustee or the Receiver or which the Holding Company is obliged to the Trustee to execute or do, whether under the Deed of Assignment or otherwise; and without prejudice to the generality of its power to appoint substitutes and to sub-delegate, the Trustee may appoint the Receiver as its substitute or delegate. The Holding Company hereby ratifies and confirms and agrees to ratify and confirm whatever any such attorney shall do or purport to do in the exercise or purported exercises of all or any of the powers, authorities and discretions referred to in this paragraph.

4. NEGATIVE PLEDGE

Until the Secured Amounts have been repaid and discharged and the Beneficiaries shall have no further actual or contingent liability under the Finance Documents, the Holding Company further covenants with the Trustee as follows: except with the prior written consent of the Trustee, not to create or permit to exist any Security Interest in, over or affecting any of the Assigned Agreements other than a Permitted Encumbrance.

5. FURTHER ASSURANCES

The Holding Company covenants with the Trustee from time to time (and, for the purposes mentioned in paragraph (a) below, notwithstanding that the Trustee may not have served a demand for payment of the Secured Amounts) upon demand to execute, at the Holding Company's own cost, any document or do any act or thing which:

- (a) the Trustee may specify with a view to perfecting or protecting (other than in respect of its agreed priority position) any charge or security created or intended to be created by the Deed of Assignment; or
- (b) the Trustee or the Receiver may specify with a view to facilitating the exercise or the proposed exercise of any of their powers.

6. DEFINITIONS

Account Bank means the Bank of Scotland Plc (formerly the Governor and Company of the Bank of Scotland) in its capacity as holder of the Project Accounts and/or such other bank(s) as may be appointed additional or substitute holders of any Project Accounts in accordance with the Loan Facility Agreement;

Account Bank Agreement means the agreement dated 12 August 1998 between the Borrower, the Account Bank, the Agent and the LFA Trustee in relation to the establishment and operation of the Project Accounts held with the Account Bank together with any bank mandates, fee letters or safekeeping agreements agreed between the Borrower and the Account Bank in relation thereto;

Advances means an advance under the Facility or made, or to be made, by the Banks under the Loan Facility Agreement or, as the case may be, the outstanding principal amount of any such advance;

Agency includes any agency, authority, central bank, department, government, legislature, minister, ministry, official, public utility or public or statutory Person (whether autonomous or not) of, or of the government of, the United Kingdom or any other relevant jurisdiction;

Agent means the Bank of Scotland Plc (formerly the Governor and Company of the Bank of Scotland) in its capacity as agent for the Banks and its assigns in that capacity and/or any successor appointed as Agent pursuant to the Loan Facility Agreement;

Approved Hedging Programme means at any time the Original Hedging Agreements and, following the expiry of the Original Hedging Agreements, the programme from time to time adopted by the Borrower and approved by the Agent on behalf of the Majority Banks for the entering into and performance by the Borrower of agreements for the management of the Borrower's exposure to changes in floating rates of interest;

Arrangers means the Bank of Scotland Plc (formerly the Governor and Company of the Bank of Scotland) and the Royal Bank of Scotland plc in their capacity as arrangers of the Facility and their respective successors and assigns;

Asset of any Person means all or any part of its business, undertaking, property, assets, revenues (including any right to receive revenues) and uncalled capital wherever situated;

Assigned Agreement means the management services agreement dated 1 July 2009 between the Borrower, the Holding Company and Semperian Asset Management Limited;

Banks means the Bank of Scotland Plc (formerly the Governor and Company of the Bank of Scotland) and the Royal Bank of Scotland plc and includes any New Bank and their respective successors and assigns (in each case unless and until such party or New Bank has been released and discharged from all its obligations under the Loan Facility Agreement and has assigned all its rights and benefits under the Loan Facility Agreement);

Bank Secured Creditors means the Trustee, the Agent, the Arrangers, the Technical Bank, the Account Bank, the Banks and any Hedging Counterparty (in their respective capacities) and includes every permitted assignee, permitted transferee, or successor of any of the foregoing;

Beneficiaries means the Trustee and each of the other Bank Secured Creditors having the benefit of the Charged Assets pursuant to the terms of the Intercreditor Deed and the Trust Deed;

Borrower means South Manchester Healthcare Limited (registered number 035022432) and its successors and assigns (as permitted under the terms of the Loan Facility Agreement);

Building Contract means the agreement dated on or about 12 August 1998 between the Borrower and the Contractor relating to the carrying out of the Works by the Contractor;

Charged Assets means the property, assets, undertaking and rights for the time being comprised in or subject to the Security Interests contained in the Deed of Assignment and references to the Charged Assets include references to any part of them;

Chargor means the Borrower and the Holding Company;

Commitment means, in relation to a Bank at any particular time in respect of the Facility and subject as provided in the Loan Facility Agreement, the amount, if any, set opposite its name at the end of the Loan Facility Agreement in respect of the Facility (or as provided in any transfer certificate by which such Bank acquires a participation) as the same may be cancelled or reduced from time to time in accordance with the Loan Facility Agreement;

Concession Agreement means the concession agreement dated 12 August 1998 between the Borrower and the Trust relating to the design, construction and financing of new facilities at Wythenshawe Hospital and the provision of facilities management and other services at Wythenshawe Hospital and Withington Hospital;

Construction Consultant means WS Atkins Consultants Limited (or any of its permitted successors or assigns) or any other person from time to time appointed as a consultant pursuant to the Building Contract;

Construction Consultant Appointment means the agreement dated on or about 12 August 1998 between the Contractor and the Construction Consultant pursuant to which the Construction Consultant agrees to provide design services to the Contractor;

Construction Consultant Direct Agreement means the agreement dated on or about 12 August 1998 between the Borrower, the Agent, the LFA Trustee, the Construction Consultant and the Contractor in respect of, *inter alia*, the Construction Consultant Appointment;

Contractor means Alfred McAlpine Construction Limited (or any of its permitted successors or assigns) or any Person from time to time acting as a contractor to the Borrower under a contract replacing the Building Contract;

Contractor Direct Agreement means the agreement dated on or about 12 August 1998 between the Borrower, the Agent, the LFA Trustee, the Contractor and the Contractor Guarantor in respect of the Building Contract.

Contractor Guarantor means Alfred McAlpine plc or any other Person from time to time acting as a guarantor of the obligations of the Contractor;

Debenture means the fixed and floating charge debenture dated 12 August 1998 given by the Borrower to the Trustee as trustee for the Bank Secured Creditors creating Security over all the Borrower's Assets;

Direct Agreements means:

- (a) the Funders Direct Agreement;
- (b) the Contractor Direct Agreement;
- (c) the Service Provider Direct Agreements; and
- (d) the Construction Consultant Direct Agreement;

EMOS Service Provider means WS Atkins Facilities Management Limited (or any of its permitted successors or assigns) or any other Person from time to time acting as an EMOS Service Provider to the Borrower under a contract replacing the EMOS Service Provider Agreement;

EMOS Service Provider Agreement means the agreement dated on or about 12 August 1998 between the Borrower, the EMOS Service Provider and the EMOS Service Provider Guarantor for the provision of the Estates Maintenance and Operation Services and the Switchboard Service;

EMOS Service Provider Direct Agreement means the agreement dated on or about 12 August 1998 between the Borrower, the Agent, the Trustee, the EMOS Service Provider and the EMOS Service Provider Guarantor;

EMOS Service Provider Guarantee means the guarantee given by the EMOS Service Provider Guarantor in favour of the Borrower of the obligations of the EMOS Service Provider under the EMOS Service Provider Agreement which forms part of the EMOS Service Provider Agreement and the Service Provider Co-operation Agreement;

EMOS Service Provider Guarantor means WS Atkins plc or any other Person from time to time acting as a guarantor pursuant to the EMOS Service Provider Guarantee of the obligations of an EMOS Service Provider;

Estates Maintenance and Operations Services has the meaning provided in the Concession Agreement;

Facility means the loan facility available to be drawn by the Borrower on the terms and subject to the conditions of the Loan Facility Agreement;

Fees Letters means the fees letters referred to in the Loan Facility Agreement;

Finance Documents means:

- (a)
 - (i) the Loan Facility Agreement;
 - (ii) the Senior Security Documents;
 - (iii) the Direct Agreements;
 - (iv) the Account Bank Agreement;
 - (v) the Intercreditor Deed
 - (vi) the Original Hedging Agreements and any other Hedging Agreement effected pursuant to the Approved Hedging Programme;
 - (vii) the Fees Letters; and
- (b) all agreements and other documents executed from time to time pursuant to any of the foregoing to which the Agent and/or the Trustee and/or any other Bank Secured

Creditor is a party and any present or future document confirming or evidencing any Security or Guarantee for, or in relation to, the Borrower's obligations under any other Finance Document;

Funders Direct Agreement means the direct agreement dated 12 August 1998 between the Borrower, the Agent, the LFA Trustee, and the Trust in respect of the Concession Agreement.

Guarantee also includes an indemnity a performance bond, and any other obligation (whatever called) of any Person to pay, purchase, provide funds (whether by the advance of money, the purchase of or subscription for shares or other securities, the purchase of Assets or services, or otherwise) for the payment of, indemnify against the consequences of default in the payment of, or otherwise be responsible for, any Indebtedness of any other Person (and guaranteed and guarantor shall be construed accordingly);

Hedging Agreement means any agreement made between the Borrower and any Bank pursuant to which the Borrower's interest payment obligations under the Loan Facility Agreement are hedged by way of an interest rate swap, cap or collar;

Hedging Counterparty means each of the Banks or such other financial institution acceptable to the Agent acting reasonably in its capacity as hedging counterparty with whom the Borrower enters into a Hedging Agreement pursuant to the Approved Hedging Programme and its successors and assigns in that capacity;

Holding Company Debenture means a fixed and floating charge debenture dated 12 August 1998 given by the Holding Company to the LFA Trustee in its capacity as trustee for the Bank Secured Creditors creating security over all its Assets;

Holding Company's Limitation of Liability means that the Holding Company's liability under the Deed of Assignment shall not exceed the aggregate of the proceeds of sale or other disposition of, and the income and other moneys received by the Holding Company or the Trustee, derived from the assets assigned pursuant to the Deed of Assignment to the extent that the rights of the Trustee against the Holding Company in respect of the guarantee for the liabilities of the Trustee in the Deed of Assignment shall be limited to such aggregate amount, provided that:

- (a) such limit of recoverability shall not in any way prejudice or affect any right of the Trustee independently hereof to recover all moneys obligations and liabilities now or hereafter due owing or incurred to the Trustee or the other Beneficiaries by the Holding Company; and
- (b) if the total liability of the Holding Company exceeds such limit the Trustee shall be entitled at any time conclusively to determine what part of such total liability not exceeding the said limit shall be deemed to be secured by the Deed of Assignment and what part thereof shall be deemed to be not so secured;

Hotel Service Provider means Gardner Merchant Limited (or any of its permitted successors or assigns) or any other Person from time to time acting as a Hotel Service

Provider to the Borrower under a contract replacing the Hotel Service Provider Agreement;

Hotel Service Provider Agreement means the agreement dated on or about 12 August 1998 between the Borrower and the Hotel Service Provider for the provision of the Hotel Services;

Hotel Service Provider Direct Agreement means the agreement dated on or about 12 August 1998 between the Borrower, the Agent, the LFA Trustee and the Hotel Service Provider;

Hotel Service Provider Guarantee means the guarantee dated on or about 12 August 1998 given by the Hotel Service Provider Guarantor in favour of inter alios, the Borrower, the Agent and the LFA Trustee of the obligations of the Hotel Service Provider under the Hotel Service Provider Agreement, the Hotel Service Provider Direct Agreement and the Service Provider Co-Operation Agreement;

Hotel Service Provider Guarantor means Sodexho Alliance S.A. or any other Person from time to time acting as a guarantor pursuant to the Hotel Service Provider Guarantee;

Hotel Services has the meaning provided in the Concession Agreement;

Indebtedness includes, with respect to any Person (the **Relevant Person**), any obligation (whether present or future, actual or contingent, secured or unsecured, as principal, surety or otherwise and including any Guarantee) (a) of the Relevant Person for the payment or repayment of money or (b) of any other Person for the payment or repayment of money secured by Security on Assets of the Relevant Person, whether or not the Relevant Person is liable in respect of any obligation so secured;

Intercreditor Deed means the intercreditor deed dated 12 August 1998 between the Agent, the LFA Trustee, the Banks, the Arrangers, the Account Bank, the Holding Company, the Borrower, the Technical Bank and the Hedging Counterparty;

LFA Trustee means the Bank of Scotland Plc (formerly the Governor and Company of the Bank of Scotland) in its capacity as trustee for the Bank Secured Creditors and its successors and assigns in that capacity;

Loan Facility Agreement means the loan facility agreement dated 12th August 1998 between the Borrower, the Holding Company, the Arrangers, the Agent, the LFA Trustee, the Account Bank, the Technical Bank and the Banks;

Majority Banks means Banks whose Outstandings together exceed 66 and 2/3 per cent of the Total Outstandings (or, if there are no Outstandings, Banks whose Commitments together exceed 66 and 2/3 per cent of the Total Commitment);

New Bank means a bank or financial institution (which may or may not already be a Bank) to which a Bank novates or seeks to novate all or part of its rights and/or obligations in accordance with the Loan Facility Agreement;

Original Hedging Agreements means the Hedging Agreement comprising the ISDA Master Agreement to be entered into by the Borrower and the Hedging Counterparty and the confirmations thereunder;

Outstandings means in relation to a Bank the aggregate principal amount of that Bank's share of all (if any) Advances which are outstanding at that time;

Permitted Encumbrances means:

- (i) the Security created by or pursuant to the Senior Security Documents;
- (ii) liens or rights of set-off arising solely by operation of law or (by an agreement evidencing the same) in the ordinary course of its business in respect of Indebtedness which either (a) has been outstanding and, if it has fallen due, has been due for less than twenty (20) business days or (b) is being contested in good faith and by appropriate means;
- (iii) Security arising out of title retention provisions in a supplier's standard conditions of supply of goods acquired by the relevant Person in the ordinary course of its business;
- (iv) any other Security created or subsisting with the prior consent of the Agent acting on the instructions of the Majority Banks;
- (v) any Security over an Asset securing the purchase price of such Asset, provided that the aggregate Indebtedness from time to time secured in this manner shall not exceed £30,000 (indexed); and
- (vi) any Security securing Indebtedness not exceeding £15,000 (indexed);

Person includes an individual, company, corporation, firm, partnership, joint venture, undertaking, association, organisation, trust, state or Agency of a state (in each case, whether or not having separate legal personality);

Project Account means any account so designated pursuant to the Loan Facility Agreement;

Receiver includes any person or persons appointed (and any additional person or persons appointed or substituted) as administrative receiver, receiver, manager, or receiver and manager or similar insolvency officer in respect of the Holding Company appointed by the Trustee under the Deed of Assignment or otherwise;

Receiver's Remuneration means, subject to section 36 of the Insolvency Act 1986, the remuneration of the Receiver as may be fixed by the Trustee (and may be or include a commission calculated by reference to the gross amount of all moneys received or otherwise and may include remuneration in connection with claims, actions or proceedings made or brought against the Receiver by the Holding Company or any other person or the performance or discharge of any obligation imposed upon him by statute or otherwise without being limited to the maximum rate specified in section 109(6) of the 1925 Act) but such remuneration shall be payable by the

Holding Company alone; and the amount of such remuneration may be debited by the Trustee to any account of the Holding Company, but shall, in any event, form part of the Secured Amounts and accordingly be secured on the Charged Assets under the charges contained in the Deed of Assignment;

Security includes any mortgage, pledge, lien, hypothecation, security interest or other charge or encumbrance and any other agreement or arrangement having substantially the same economic effect (including any "hold-back" or "flawed asset" arrangement) and *secured* shall be construed accordingly;

Security Interest means any mortgage, charge, pledge, lien, right of set-off, assignment by way of security, retention of title or any security interest whatsoever or any other agreement or arrangement having the effect of conferring security, howsoever created or arising;

Senior Debt means the Indebtedness of the Borrower to the Banks (acting in any capacity) under the Finance Documents;

Senior Security Documents means:

(a) (i) the Debenture;

(ii) the Trust Deed; and

(iii) the Holding Company Debenture;

(b) all agreements and other documents executed from time to time pursuant to any of the foregoing including all notices of assignment given pursuant to, and as contemplated by, the Debenture and the Holding Company Debenture and the acknowledgments thereto and any present or future document confirming or evidencing any security or guarantee for, or in relation to, the Borrower's obligations in respect of Senior Debt.

Service Providers means together the EMOS Service Provider and the Hotel Service Provider and *Service Provider* means any one of them;

Service Provider Co-Operation Agreement means the agreement dated on or about 12 August 1998 between the Borrower, the Service Providers, the Service Providers Guarantors, the Contractor, the Contractor Guarantors and the Third Party Equity Investor;

Service Providers Guarantors means together the EMOS Service Provider Guarantor and the Hotel Service Provider Guarantor and *Service Provider Guarantor* means any one of them;

Service Provider Direct Agreements means together the EMOS Service Provider Direct Agreement and the Hotel Service Provider Guarantee and *Service Provider Direct Agreement* means any one of them;

Switchboard Service has the meaning provided in the Concession Agreement;

Technical Bank means the Royal Bank of Scotland plc in its capacity as technical bank for the Banks and its successors and assigns in that capacity;

Third Party Equity Investor means Innisfree PFI Fund, acting through its general partner, Innisfree Partners Limited and its permitted successors and assigns or any other third party equity investors in the Holding Company from time to time;

Total Commitments means, at any particular time, the aggregate of the Commitments of all the Banks;

Total Outstandings means, at any particular time, the aggregate of the Outstandings of all the Banks;

Trust means the South Manchester University Hospital NHS Trust and any successor thereof or any body which assumes the liabilities thereof;

Trust Deed means the trust deed dated 12 August 1998 between the Borrower, the Holding Company and the Bank of Scotland Plc (formerly the Governor and Company of the Bank of Scotland), in its capacity as "trustee and "agent";

Works means the design, construction, technical commissioning and testing of the works as described in the works specifications provided in the Concession Agreement.



FILE COPY

CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

Pursuant to section 401(2) of the Companies Act 1985

COMPANY NO. 3502452
CHARGE NO. 2

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A SUPPLEMENTAL DEED OF
ASSIGNMENT BY WAY OF SECURITY DATED 1 JULY 2009 AND
CREATED BY SOUTH MANCHESTER HEALTHCARE
(HOLDINGS) LIMITED FOR SECURING ALL MONIES DUE OR TO
BECOME DUE FROM THE COMPANY UNDER THE TERMS OF
THE AFOREMENTIONED INSTRUMENT CREATING OR
EVIDENCING THE CHARGE WAS REGISTERED PURSUANT TO
CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 15
JULY 2009

GIVEN AT COMPANIES HOUSE, CARDIFF THE 17 JULY 2009

plc/H



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES