

MG01

Particulars of a mortgage or charge

019371/65

Companies House

FRIDAY

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



LD7 "L2HJJZQV" 02/12/2011 3

✓ **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

COMPANIES HOUSE
For further information, please
refer to our guidance at
www.companieshouse.gov.uk

1 Company details		For official use
Company number	0 4 0 0 7 1 4 8	→ Filling in this form Please complete in typescript or in bold black capitals All fields are mandatory unless specified or indicated by *
Company name in full	UNIFRAX LIMITED (the "Chargor")	
2 Date of creation of charge		
Date of creation	d 2 8 m 1 1 y 2 8 y 1 1	
3 Description		
Description	Please give a description of the instrument (if any) creating or evidencing the charge, e.g. 'Trust Deed', 'Debenture', 'Mortgage', or 'Legal charge'	
	Debenture dated 28 November 2011 (the "Debenture") and granted by the Chargor in favour of Goldman Sachs Lending Partners LLC in its capacity as administrative agent and trustee for the benefit of each of the Secured Parties (as defined in paragraph 5 of Part 6 of this Form MG01) (the "Administrative Agent")	
4 Amount secured		
Amount secured	Please give us details of the amount secured by the mortgage or charge	
	The Chargor has covenanted with the Administrative Agent that it will pay the Secured Obligations on demand as and when the same become payable under the terms of the Credit Documents	
	For definitions of capitalised terms used in this Form MG01, please see paragraph 5 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	
Name	GOLDMAN SACHS LENDING PARTNERS LLC	
Address	c/o Goldman Sachs & Co, 30 Hudson Street, 38th Floor, Jersey City, NJ 07302, USA	
Postcode	<input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/>	
Name		
Address		
Postcode	<input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/>	
	Continuation page Please use a continuation page if you need to enter more details.	

6	Short particulars of all the property mortgaged or charged	
	Please give the short particulars of the property mortgaged or charged	
Short particulars	1 CHARGING PROVISIONS 1 1 Fixed Security The Chargor (a) has charged to the Administrative Agent by way of first legal mortgage all its right, title and interest in and to such of the Real Property as is constituted by or referable to the freehold property specified in schedule 3 (Real Property) to the Debenture, (b) has charged to the Administrative Agent by way of first fixed charge, all its right title and interest in and to the Real Property to the extent that the same is not the subject of the legal mortgage under paragraph (a) above, (c) has charged to the Administrative Agent by way of first fixed charge, all its right, title and interest in and to (i) the Tangible Moveable Property to the extent not attached to the Real Property as fixtures, (ii) the Shares and all Accruing Property directly or indirectly attributable thereto together with, in each case, all dividends, interest, redemption proceeds and other moneys payable in respect thereof, (iii) the Accounts, (iv) subject to clause 4 3 (Intellectual Property Restricting Charging) of the Debenture (as set out in paragraph 1 3 of this Part 6), the Intellectual Property, (v) the Investments (to the extent not assigned under paragraph (d) below) and all Accruing Property directly or indirectly attributable thereto together with, in each case, all dividends, interest, redemption proceeds and other moneys payable in respect thereof, (vi) its present and future goodwill, (vii) its present and future uncalled capital,	
	Continuation page Please use a continuation page if you need to enter more details.	

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Short particulars	<p>(viii) all present and future permissions, consents and authorisations (statutory or otherwise) held in connection with its business, and</p> <p>(ix) any beneficial interest, claim or entitlement which it may have now or from time to time to any assets of any pension fund, and</p> <p>(d) has assigned to the Administrative Agent all its right, title and interest in and to</p> <p>(i) those Investments constituted by contractual rights against (or rights in respect of investment and other accounts with) agents, custodians, fiduciaries, clearing systems and other intermediaries,</p> <p>(ii) the Book and Other Debts,</p> <p>(iii) the Insurance Policies, and</p> <p>(iv) the Relevant Agreements,</p> <p>in each case together with all Related Rights relating thereto, with full title guarantee and to secure the payment and discharge of the Secured Obligations, provided that while no Event of Default is continuing, the Chargor shall be entitled to exercise its rights in respect of all of its assets to the extent not prohibited by the terms of the Credit Agreement</p> <p>1 2 Floating Charge</p> <p>The Chargor has charged to the Administrative Agent by way of first floating charge the whole of its undertaking and assets, present and future (other than assets effectively charged or assigned pursuant to clause 4 1 (Fixed Security) of the Debenture (as set out in paragraph 1 1 of this Part 6), in each case with full title guarantee and to secure the payment and discharge of the Secured Obligations</p> <p>Paragraph 14 of Schedule B1 to the Insolvency Act 1986 applies to the floating charge created pursuant to clause 4 2 (Floating Charges) of the Debenture (as set out in this paragraph) to the intent that such floating charge shall be a qualifying floating charge for the purposes of sub-paragraph (1) of such paragraph</p> <p>1 3 Intellectual Property Restricting Charging</p> <p>(a) There shall be excluded from the charge created by clause 4 1 (Fixed Security) of the Debenture (as set out in paragraph 1 1 of this Part 6) any Intellectual Property in which the Chargor has an interest under a 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 until the relevant condition or waiver has been satisfied or obtained, and until then the purported charge or assignment in respect thereof shall operate as an assignment of any and all damages, compensation, remuneration, profit, rent or income attributable</p>

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Short particulars	<p>thereto to which the Chargor may be entitled (or which the Chargor may be awarded or otherwise derive therefrom) to secure the payment and discharge of the Secured Obligations</p> <p>(b) For each Intellectual Property referred to in paragraph (a) above, the Chargor undertakes to apply for the relevant consent or waiver of prohibition or condition within fourteen days of the date of the Debenture or, if later, the date of acquisition of such Intellectual Property, and in relation to each licence or agreement which provides that the relevant third party will not unreasonably withhold its consent to charging, to use its reasonable endeavours to obtain such consent as soon as possible and to keep the Administrative Agent informed of the progress of its negotiations or, in any other case, to use all reasonable endeavours to obtain such consent as soon as possible</p> <p>(c) Immediately upon receipt of the relevant consent or waiver, the formerly excluded Intellectual Property shall stand charged to the Administrative Agent pursuant to the terms of clause 4 1 (Fixed Security) of the Debenture (as set out in paragraph 1 1 of this Part 6) (and be deemed to have been so charged since the date of the Debenture) If required by the Administrative Agent at any time following receipt of that waiver or consent, the Chargor will promptly execute a valid fixed charge or legal assignment in such form as the Administrative Agent (acting reasonably) shall require</p> <p>(d) For the avoidance of doubt, provided that the provisions of paragraph (b) above have been complied with, there shall be no further obligation to apply for or to obtain consent and the relevant Intellectual Property shall be excluded from the charge created by clause 4 1 (Fixed Security) of the Debenture (as set out in paragraph 1 1 of this Part 6)</p> <p>1 4 Crystallisation Of Floating Charge</p> <p>(a) By Notice</p> <p>The Administrative Agent may at any time by notice in writing to the Chargor convert the floating charge created by the Chargor pursuant to clause 4 2 (Floating Charges) of the Debenture (as set out in paragraph 1 2 of this Part 6) with immediate effect into a fixed charge as regards any property or assets specified in the notice if</p> <ul style="list-style-type: none"> (i) an Event of Default has occurred and is continuing, (ii) the Administrative Agent considers that any of the Charged Property the subject of that floating charge may be in jeopardy or in danger of being seized or sold pursuant to any form of legal process, or (iii) the Administrative Agent considers that it is desirable in order to protect the priority of the security afforded by that floating charge <p>(b) Without Notice</p> <p>Notwithstanding clause 5 1 (By Notice) of the Debenture (as set out in paragraph 1 4 (a) of this Part 6) and without prejudice to any rule of law which may have a similar effect, the floating charge created by the Chargor pursuant to clause 4 2 (Floating Charges) of the Debenture (as set out in paragraph 1 2 of this Part 6) shall automatically be converted with immediate effect (and without notice) into a fixed charge as regards all the assets the subject thereof if</p>

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Short particulars	<p>(i) the Chargor creates or attempts to create any Lien (other than Permitted Lien) over any of the Charged Property the subject thereof otherwise than pursuant to the Security Documents,</p> <p>(ii) any person levies or attempts to levy any distress, execution or other process against any of the Charged Property the subject thereof,</p> <p>(iii) a resolution is passed or an order is made for the winding-up, dissolution, administration or re-organisation of the Chargor, or</p> <p>(iv) an administrator is appointed in respect of the Chargor or a person entitled to appoint an administrator in respect of the Chargor gives notice of its intention to do so or files a notice of appointment with the court,</p> <p>and, in each case, such act would constitute an Event of Default (having given effect to any applicable grace or cure period set out in the Credit Agreement)</p> <p>2 NEGATIVE PLEDGE</p> <p>The Chargor has agreed that it will not, to the extent prohibited under the terms of the Credit Agreement</p> <p>(a) create or permit to subsist any Lien over all or any part of its Charged Property other than pursuant to the applicable Security Document or any Permitted Liens, or</p> <p>(b) assign, transfer or otherwise dispose of all or any part of its Charged Property,</p> <p>nor agree to do any such thing</p> <p>3 FURTHER ASSURANCE</p> <p>The Chargor shall, at its own expense, promptly execute all such deeds and other documents and otherwise do all such things as the Administrative Agent may reasonably require</p> <p>(a) for the purpose of enabling the Administrative Agent to exercise its rights, powers and remedies under the Debenture, to create, perfect or protect the security intended to be created under the Debenture and to vest title to the Charged Property or any part thereof in the Administrative Agent or its nominee(s), and</p> <p>(b) to confer on the Administrative Agent security over any property and assets of the Chargor located in any jurisdiction outside England and Wales equivalent or similar to the security intended to be conferred by or pursuant to the Debenture</p> <p>4 CONTINUING SECURITY</p> <p>The security constituted by the Debenture shall remain in full force and effect as a continuing security for the Secured Obligations until the Discharge Date and shall not be released before then by any intermediate payment or satisfaction of all or any of the Secured Obligations or for any other reason</p>	

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Short particulars	<p>5 DEFINITIONS</p> <p>"Accounts" means the bank accounts specified in schedule 1 (Accounts) to the Debenture, the Cash Collateral Account and every other bank account now or after the date of the Debenture held in the name of the Chargor or in which the Chargor has an interest or any of them with any bank or other financial institution (irrespective of the nature or location of the same)</p> <p>"Accruing Property" means all stocks, shares or other securities, rights, benefits, proceeds and other property accruing, offered or issued in respect of any Share or any Investment (or any Accruing Property) at any time, whether by way of bonus, redemption, exchange, purchase, substitution, conversion, preference, option or otherwise</p> <p>"Book and Other Debts" means all present and future book and other debts, and all other moneys, now or after the date of the Debenture due and owing to the Chargor together with the benefit of all rights, guarantees and other assurances relating thereto, in each case including the proceeds thereof</p> <p>"Cash Collateral Account" means any bank account in England and Wales designated as such under the Credit Agreement</p> <p>"Charged Property" means the assets of the Chargor from time to time the subject of the security constituted by the Debenture (including, in each case, all Related Rights relating thereto)</p> <p>"Credit Agreement" means the credit agreement dated as of 28 November 2011 and made between, among others, Unifrax I LLC, Unifrax UK Holdco Limited, Unifrax Limited, Unifrax GmbH and certain subsidiaries party thereto from time to time as borrowers and guarantors, Unifrax Holding Co and UFX Holding II Corporation as parent guarantors, the Lenders from time to time party thereto and Goldman Sachs Lending Partners LLC as administrative agent</p> <p>"Credit Documents" has the meaning given to such term in the Credit Agreement</p> <p>"Discharge Date" means the date on which (all the Secured Obligations having been discharged in full) the Administrative Agent discharges the security constituted by the Debenture</p> <p>"Event of Default" has the meaning given to such term in the Credit Agreement</p> <p>"Foreign Borrower" has the meaning given to such term in the Credit Agreement</p> <p>"Foreign Currency Revolving Loans" has the meaning given to such term in the Credit Agreement</p>	

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	Please give the short particulars of the property mortgaged or charged	
Short particulars	<p>"Foreign Currency Swingline Loans" has the meaning given to such term in the Credit Agreement</p> <p>"Foreign Hedge Agreement" has the meaning given to such term in the Credit Agreement</p> <p>"Foreign Obligations" has the meaning given to such term in the Credit Agreement</p> <p>"Foreign Security Documents" has the meaning given to such term in the Credit Agreement</p> <p>"Foreign Subsidiary Guaranty" has the meaning given to such term in the Credit Agreement</p> <p>"French Funding Intercompany Loans" means each and any of the intercompany loans evidenced by the following</p> <p>(a) an intercompany note for a Euro amount which is agreed from time to time, issued by Unifrax France Holding S A S as borrower to Unifrax UK Holdco Limited as lender,</p> <p>(b) an intercompany note for a Euro amount which is agreed from time to time, issued by Unifrax France S A S as borrower to Unifrax UK Holdco Limited as lender,</p> <p>(c) an intercompany note for a Euro amount which is agreed from time to time, issued by Unifrax France Holding S A S as borrower to Unifrax Limited as lender, and</p> <p>(d) an intercompany note for a Euro amount which is agreed from time to time, issued by Unifrax France S A S as borrower to Unifrax Limited as lender</p> <p>"Hedge Agreement" has the meaning given to such term in the Credit Agreement</p> <p>"Insolvency Laws" means the applicable laws pertaining to bankruptcy, reorganisation, arrangement, moratorium, readjustment of debts, dissolution, liquidation or other debtor relief, and any fraudulent transfer and fraudulent conveyance laws</p> <p>"Insurance Policy" means each policy of insurance in which the Chargor has an interest, whether now or at any time in the future</p> <p>"Intellectual Property" means all patents, trade marks, service marks, designs, business names, copyrights, design rights, moral rights, inventions, confidential information, know-how and other intellectual property rights and interests, whether registered or unregistered, now or after the date of the Debenture belonging to the Chargor</p>	

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Short particulars	<p>"Investments" means, in relation to the Chargor</p> <p>(a) all stocks, shares, debentures, securities and other investments (excluding the Shares and any Accruing Property directly or indirectly attributable to the Shares) in which the Chargor has a direct ownership interest, whether now or in the future, and</p> <p>(b) all the Chargor's rights under, or otherwise attributable to, all present and future agreements with agents, custodians, fiduciaries, clearing systems and other intermediaries through which are held any stocks, shares, debentures, securities and other investments in respect of which the Chargor has an indirect interest, including all its rights in respect of all investment and other accounts established pursuant thereto</p> <p>"Lender" shall mean each financial institution signatory to the Credit Agreement and each other financial institution that becomes a "Lender" under the Credit Agreement pursuant to section 12 7 or section 2 23 thereof, as applicable, and their respective successors and assigns</p> <p>"Letters of Credit" has the meaning given to such term of the Credit Agreement</p> <p>"Lien" shall mean any mortgage, pledge, hypothecation, assignment, security interest, lien (statutory or otherwise), preference, priority, charge or other encumbrance of any nature, whether voluntary or involuntary, including, without limitation, the interest of any vendor or lessor under any conditional sale agreement, title retention agreement, capital lease or any other lease or arrangement having substantially the same effect as any of the foregoing</p> <p>"Permitted Liens" has the meaning given to such term of the Credit Agreement</p> <p>"Real Property" means the freehold property more particularly described in schedule 3 (Real Property) to the Debenture and every other estate or interest in freehold property now or after the date of the Debenture belonging to the Chargor, together with (in each case) any buildings, fixtures, fittings, fixed plant or machinery from time to time situated thereon or forming part thereof</p> <p>"Related Rights" means, in relation to any property</p> <p>(a) the proceeds of sale of that property or any part thereof,</p> <p>(b) all present and future rights under any licence in respect of that property or any agreement for the sale or the lending or leasing thereof,</p> <p>(c) all present and future rights, benefits, claims, contracts, warranties, remedies, security, indemnities and covenants for title in respect of that property, and</p> <p>(d) all present and future interest and other moneys and proceeds attributable to that property or its use</p>	

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	Please give the short particulars of the property mortgaged or charged	
Short particulars	<p>"Relevant Agreements" means the French Funding Intercompany Loans and any other similar intercompany loan made by the Chargor as lender and any other document agreed between the Ad</p> <p>"Reimbursement Obligation" has the meaning given to such term in the Credit Agreement</p> <p>"Secured Obligations" means</p> <p>(i) all principal of and interest (including, to the greatest extent permitted by law, post-petition interest) on the Foreign Currency Revolving Loans, Foreign Currency Swingline Loans, all Reimbursement Obligations of all Foreign Borrowers relating to Letters of Credit issued for the account of a Foreign Borrower, and all fees, expenses, indemnities and other obligations owing, due or payable at any time by the Foreign Borrowers to the Administrative Agent, any Lender, or any other person entitled thereto, under the Credit Agreement or any of the other Credit Documents, and all payment and other obligations owing or payable at any time by any Foreign Borrower to any Lender Counterparty in connection with any Hedge Agreement required or permitted by the Credit Agreement,</p> <p>(ii) all obligations of the Chargor under any Foreign Hedge Agreement,</p> <p>(iii) all such other liabilities and obligations of the Chargor related to paragraphs (i) and (ii) above that, but for the operation of the automatic stay under Section 362(a) of Title 11, United States Code, would become due, and</p> <p>(iv) all fees, costs and expenses payable by the Chargor under the Foreign Security Documents,</p> <p>whether present or future, actual or contingent (and whether incurred alone or jointly, and whether as principal or surety or in some other capacity)</p> <p>"Secured Parties" has the meaning given to such term in the Credit Agreement</p> <p>"Security Documents" means all pledge or security agreements, mortgages, charges, deeds of trust, assignments or other similar agreements or instruments executed and delivered by UFX Holdings II or any of its Subsidiaries pursuant to section 6.10 of the Credit Agreement or otherwise in connection with the transactions contemplated by the Credit Agreement, in each case as amended, modified or supplemented from time to time</p> <p>"Shares" means the shares specified in schedule 4 (Shares) to the Debenture</p> <p>"Subsidiaries" has the meaning given to such term in the Credit Agreement</p> <p>"Tangible Movable Property" means any plant, machinery, office equipment, computers and other chattels now or hereafter belonging to the Chargor (excluding any for the time being forming part of the Chargor's stock in trade or work in progress), in each case having a value of £1,000 (or its equivalent) or more</p>	

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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

Nilbank, Tweed, Hadley & McCloy LLP

X

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

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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 Ali Khan

Company name Milbank Tweed Hadley & McCloy LLP

Address 10 Gresham Street

Post town London

County/Region Greater London

Postcode E C 2 V 7 J D

Country England

DX

Telephone 020-7615-3089



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 mortgage 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



FILE COPY

CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY NO. 4007148
CHARGE NO. 4

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A DEBENTURE DATED 28
NOVEMBER 2011 AND CREATED BY UNIFRAX LIMITED FOR
SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE
COMPANY TO GOLDMAN SACHS LENDING PARTNERS LLC
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 2 DECEMBER 2011

GIVEN AT COMPANIES HOUSE, CARDIFF THE 8 DECEMBER
2011

DP



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES