

# MG01

## Particulars of a mortgage or charge



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### A fee is payable with this form

We will not accept this form unless you send the correct fee  
Please see 'How to pay' on the last page



#### What this form is for

You may use this form to register  
particulars of a mortgage or charge  
in England and Wales or Northern  
Ireland



#### What this form is NOT for

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

FRIDAY



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COMPANIES HOUSE

For official use

1

### Company details

Company number

5 2 4 5 8 2 5

Company name in full

CapQuest Investments Limited (the "Company")

2 7

#### → 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

d 2 m 08 y 20 y 1 y 1

3

### Description

Please give a description of the instrument (if any) creating or evidencing the  
charge, e.g. 'Trust Deed', 'Debenture', 'Mortgage', or 'Legal charge'

Description

Debenture (Northern Ireland) between the Company, CapQuest Group Limited, CapQuest  
Investments 2 Limited, CapQuest Debt Recovery Limited, CapQuest Mortgage Servicing Limited  
and CapQuest Asset Management Limited (together, the "Original Chargers") and The Royal  
Bank of Scotland plc (the "Security Agent") (the "Debenture")

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### Amount secured

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

Amount secured

The Company covenanted with the Security Agent (as trustee for the  
Secured Parties) that it shall discharge all obligations, as and when  
they fall due in accordance with their terms, which the Company  
may at any time have to the Security Agent (whether for its own  
account or as trustee for the Secured Parties) or any of the other  
Secured Parties under or pursuant to the Finance Documents  
(including the Debenture and any Mortgage) including any liabilities  
in respect of any further advances made under the Finance  
Documents, whether present or future, actual or contingent (and  
whether incurred solely or jointly and whether as principal or as  
surety or in some other capacity) The Company shall pay to the  
Security Agent when due and payable every sum at any time owing,  
due or incurred by the Company to the Security Agent (whether for  
its own account or as trustee for the Secured Parties) or any of the  
other Secured Parties in respect of any such liabilities, provided that  
*Please see the attached continuation sheet*

#### Continuation page

Please use a continuation page if  
you need to enter more details

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## 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 (as Security Agent for the Secured Parties)

Address 36 St Andrew Square

Edinburgh

Postcode E H 2 2 Y 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

#### 1. Fixed charges, assignments and floating charge

##### 1.1 Fixed charges

**1.1.1** The Company as legal and beneficial owner granted, conveyed, transferred and demised unto the Security Agent as trustee for the Secured Parties for and with the payment and discharge of the Secured Obligations all that and those its freehold and leasehold lands, hereditaments, premises, property and all chattels both present and future, including the property, particulars of which are specified in Schedule 3 (Part B) to the Debenture, title to which is not registered or registerable in the Land Registry of Northern Ireland pursuant to the provisions of the Land Registration Act (Northern Ireland) 1970 and all chattels both present and future, including its interest in all buildings, fixtures (including trade fixtures) and its fixed plant and machinery from time to time thereon to hold the same as to so much thereof as is of freehold tenure unto the Security Agent in fee simple and as to so much thereof as is of leasehold tenure unto the Security Agent for the residue of the respective terms of years for which the Company from time to time holds the same less the last three days of each such term, subject to the proviso for redemption contained in the Debenture provided that the Company declared that it shall henceforth stand possessed of such of the said property as is of leasehold tenure for the last three days or respective last days of the term or terms of years for which the same is held by it, and for any further or other interest which it now has or may acquire or become entitled to in the same or any part thereof by virtue of any Act or Acts of Parliament or otherwise howsoever, in trust for the Security Agent and to be conveyed, assigned or otherwise dealt with whether to the

*Please see the attached continuation sheets*

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## 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

None

### 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 Trans M UP

X

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

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## Particulars of a mortgage or charge



### Presenter information

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

Contact name CFB R 56-796

Company name  
Travers Smith LLP

Address 10 Snow Hill

Post town London

County/Region

Postcode E C 1 A 2 A L

Country UK

DX 1111079

Telephone 020 7295 3378



### 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.

- [x] The company name and number match the information held on the public Register
- [x] You have included the original deed with this form
- [x] You have entered the date the charge was created
- [x] You have supplied the description of the instrument
- [x] You have given details of the amount secured by the mortgagee or chargee
- [x] You have given details of the mortgagee(s) or person(s) entitled to the charge
- [x] You have entered the short particulars of all the property mortgaged or charged
- [x] You have signed the form
- [x] 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](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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Particulars of a mortgage or charge

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### Amount secured

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

Amount secured

neither such covenant nor the security constituted by the Debenture or any Mortgage shall extend to or include any liability or sum which would, but for this proviso, cause such covenant or security to be unlawful or prohibited by any applicable law (the "**Secured Obligations**")

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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>Security Agent or its nominee(s) or otherwise as the Security Agent shall direct but subject to the same equity of redemption as may for the time being be subsisting in the said property, and the Company further authorised the Security Agent as mortgagee during the continuance of the security granted pursuant to the Debenture to remove it or any other person from being a trustee in respect of the trust declared in the Debenture and to appoint the Security Agent or any other person or persons to be a trustee or trustees in respect of the said property, and whereupon to make a declaration vesting all and any of its estate and interest in the said property in such new trustee or trustees, and so (but without prejudice to the generality of the foregoing) that any such trustee or trustees may be any Receiver or Receivers of the said property appointed by the Security Agent under the powers contained in the Debenture provided further that the Company irrevocably appointed the Security Agent to be its attorney, in its name and on its behalf, and as its act and deed to sign, seal and deliver and otherwise perfect every or any deed of conveyance of the leasehold reversion which may be desired by the Security Agent, in order to vest in the Security Agent or in any person or persons in trust as agent for the Security Agent, subject as aforesaid, or in any purchaser of the said property or any part thereof, the said leasehold reversion and any further or other interest which the Company has or may later acquire or become entitled to in the said leasehold premises or any part thereof by virtue of any Act or Acts of Parliament or otherwise howsoever</p> <p><b>1.1.2</b> The Company, as legal and beneficial owner, charged in favour of the Security Agent as trustee for the Secured Parties with the payment and discharge of the Secured Obligations all that and those its freehold and leasehold lands, hereditaments, premises and property registered under the Land Registration Act (Northern Ireland) 1970 both present and future, including all that and those the lands, hereditaments, premises and property hereto title to which is registered or registerable in the Land Registry of Northern Ireland particulars of which are specified in Schedule 3 (Part A) to the Debenture</p> <p><b>1.1.3</b> The Company, as legal and beneficial owner, charged in favour of the Security Agent as trustee for the Secured Parties for the payment and discharge of the Secured Obligations by way of first fixed charge all the Company's right, title and interest from time to time in and to (subject to obtaining any necessary consent to such fixed charge from any third party)</p> <p>(a) the Tangible Moveable Property,</p> <p>(b) the Accounts,</p> <p>(c) the Charged Intellectual Property,</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>(d) any goodwill and rights in relation to the uncalled capital of the Company,</p> <p>(e) the Investments and all Related Rights thereto,</p> <p>(f) the Shares, all dividends, interest and other monies payable in respect of the Shares and all other Related Rights thereto (whether derived by way of redemption, bonus, preference, option, substitution, conversion or otherwise),</p> <p>(g) all Monetary Claims other than any claims which are otherwise subject to a fixed charge or assignment (at law or in equity) pursuant to the Debenture and all Related Rights thereto,</p> <p>(h) each Portfolio Account Purchase Agreement (other than an Excluded Portfolio Account Purchase Agreement),</p> <p>(i) the Portfolio Accounts, including, without limitation</p> <p style="padding-left: 40px;">(i) the Company's right to demand, sue for, recover, receive and give receipts for all principal payable or to become payable in respect of the Portfolio Accounts or the unpaid part thereof and the interest thereon and any rights or remedies of the Company against the Originator in respect thereof, and</p> <p style="padding-left: 40px;">(ii) the benefit of the Files, the right to sue on all covenants given by the Debtors in each Debtor Credit Agreement, the right to exercise all the Company's powers in relation to each Debtor Credit Agreement, each Portfolio Account Purchase Agreement, each Participation Agreement or otherwise in connection with the Portfolio Accounts and any rights or remedies of the Company against the Debtors in respect thereto,</p> <p>(j) the Files,</p> <p>(k) the Receivables, and</p> <p>(l) rights, title and interest to any agreement, licence, consent or authorisation relating to its business at any time not otherwise mortgaged, charged or assigned pursuant to clauses 1.1 to 1.2</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

#### 1.2 Assignments

The Company, as legal and beneficial owner, assigned and agreed to assign absolutely to the Security Agent as trustee for the Secured Parties as security for the payment and discharge of the Secured Obligations, subject to a proviso for re-assignment on redemption, all the Company's right, title and interest from time to time in and to each of the following assets, in each case both present and future

1.2.1 each of the Insurance Policies, and

1.2.2 each of the Specific Contracts (other than an Excluded Portfolio Account Purchase Agreement),

and, in each case, all Related Rights thereto

#### 1.3 Floating charge

1.3.1 The Company, as legal and beneficial owner, charged in favour of the Security Agent as trustee for the Secured Parties as security for the payment and discharge of the Secured Obligations by way of first floating charge all present and future assets and undertaking of the Company, other than any asset which is situated in Northern Ireland and which is validly and effectively charged under the laws of Northern Ireland by way of fixed security created under the Debenture in favour of the Security Agent as security for the Secured Obligations

1.3.2 The floating charge created by clause 3.3 of the Debenture shall be deferred in point of priority to all fixed security validly and effectively created by the Company under the Finance Documents in favour of the Security Agent as trustee for the Secured Parties as security for the Secured Obligations

1.3.3 Paragraph 15 of Schedule B1 to the Insolvency (Northern Ireland) Order 1989 applies to the floating charge created pursuant to clause 3.3 of the Debenture

#### 2. Negative pledge and disposals

##### 2.1 Security

The Company shall not, at any time during the subsistence of the Debenture or any Mortgage, create or permit to subsist any Security over all or any part of the Charged Property other than Permitted Security



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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

#### 2.2 No disposal of interests

The Company shall not at any time during the subsistence of the Debenture or any Mortgage enter into a single transaction or a series of transactions (whether related or not) and whether voluntary or involuntary to sell, lease, transfer, surrender or otherwise dispose of or cease to exercise control of all, or part of any interest in any Charged Property other than by way of a Permitted Disposal

#### 3. Definitions

The following words and phrases in this MG01 shall have the following meanings

**Account** means the Blocked Account, the Secured Accounts and any other account (other than the Excluded Accounts) opened or maintained by the Company with the Security Agent or any other financial institution (and any replacement account or subdivision or sub-account of that account) and any credit balance from time to time on any such account and, in each case, all Related Rights

**Blocked Account** has the meaning ascribed to it in the Debenture

**Charged Intellectual Property** means any and all Intellectual Property owned by the Company now or in the future including without limitation those rights listed in Schedule 5 to the Debenture

**Charged Property** means all the assets and undertaking of the Company which from time to time are the subject of the security created or expressed to be created in favour of the Security Agent by or pursuant to the Debenture and any Mortgage

**Core Originator** means

- (a) a bank or credit card provider or retail/point of sale loan provider,
- (b) a personal loan provider (excluding any student loan provider),
- (c) a telecommunications company,
- (d) a utility company,
- (e) a mail order/home shopping company, or
- (f) any other person approved by the Agent (as defined in the Facility

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## Particulars of a mortgage or charge

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Short particulars	<p>Agreement),</p> <p>provided that, in the case of the persons listed in paragraphs (a) to (e) above, such person conducts business in the United Kingdom</p> <p><b>Debtor</b> means a person who is a debtor in respect of a Portfolio Account</p> <p><b>Debtor Credit Agreement</b> means each written agreement between an Originator and a Debtor, including amendments thereto, which sets forth the terms and conditions pursuant to which a Portfolio Account was initially opened or made available</p> <p><b>Derivative Assets</b> means all assets derived from any of the Shares including all allotments, accretions, offers, rights, dividends, interest, income, benefits and advantages whatsoever at any time accruing, offered or arising in respect of or incidental to any of the Shares and all stocks, shares, rights, money or property accruing or offered at any time by way of conversion, redemption, bonus, preference, exchange, purchase, substitution, option, interest or otherwise in respect thereof</p> <p><b>Excluded Accounts</b> means each of the Accounts listed in Part 3 of Schedule 2 to the Debenture</p> <p><b>Excluded Portfolio Account Purchase Agreement</b> means any Portfolio Account Purchase Agreement</p> <p>(a) which expressly prohibits an assignment or charge of the Company's rights, title and benefits thereunder, and</p> <p>(b) for which the Company has not received consent to grant such assignment or charge</p> <p><b>Facility Agreement</b> means the term and revolving facility agreement originally dated 7 November 2006 as amended and/or restated from time to time, including by an amendment and restatement agreement dated 16 August 2011 between, amongst others, The Royal Bank of Scotland plc (as arranger, original lender, the agent and the security agent) and the Original Chargors (in various capacities) as amended, varied, novated or supplemented from time to time</p> <p><b>File</b> has the meaning ascribed to it in the Debenture</p> <p><b>Finance Document</b> has the meaning ascribed to it in the Facility Agreement</p>	

**6 Short particulars of all the property mortgaged or charged**

Please give the short particulars of the property mortgaged or charged

Short particulars

**Insurance Policy** means any policy of insurance (including life insurance or assurance) in which the Company may from time to time have an interest, excluding any policy which relates to liabilities to third parties

**Intellectual Property** means all patents, rights in inventions, trade marks, service marks, designs, business names, domain names, geographical indications, copyrights (including rights in computer software), registered designs, design rights, moral rights, database rights, rights in confidential information and know how, trade names, trade dress, formulas, trade secrets and other intellectual property rights and interests, whether registered or unregistered and including all applications for and the right to apply for the same, and any interests (including by way of licence or covenant not to sue) which may subsist anywhere in the world

**Intercreditor Agreement** means the intercreditor agreement dated 26 August 2011 between, amongst others, The Royal Bank of Scotland plc (as arranger, original senior lender, the agent and the security agent) and each Original Chargor as amended, varied, novated or supplemented from time to time

**Investments** means

- (a) any stocks, shares, debentures, bonds, coupons, negotiable instruments, securities and certificates of deposit (but not including the Shares),
- (b) all interests in collective investment schemes, and
- (c) all warrants, options and other rights to subscribe for or acquire any of the investments described in paragraphs (a) and (b) above,

in each case whether held directly by or to the order of the Company or by any trustee, nominee, fiduciary or clearance system on its behalf and all Related Rights (including all rights against any such trustee, nominee, fiduciary or clearance system)

**Monetary Claims** means any book and other debts and monetary claims (other than Accounts) owing to the Company and any proceeds of such debts and claims (including any claims or sums of money deriving from or in relation to any Intellectual Property, any Investment, the proceeds of any Insurance Policy, any court order or judgment, any contract or agreement to which the Company is a party and any other assets, property, rights or undertaking of the Company)

**Mortgage** means a mortgage or charge in respect of all the Real Property granted by the

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## Particulars of a mortgage or charge

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Short particulars	<p>Company in favour of the Security Agent in accordance with Clause 6 of the Debenture substantially in the form of Schedule 10 to the Debenture</p> <p><b>Non-Core Originator</b> means any person that is not a Core Originator</p> <p><b>Originator</b> means a Core Originator or a Non-Core Originator</p> <p><b>Participation Agreement</b> means any agreement which is not a Portfolio Account Purchase Agreement pursuant to which any right or interest in a performing or sub-performing or charged off credit account, instalment loan, or other similar account is acquired by the Company</p> <p><b>Permitted Disposal</b> has the meaning ascribed to it in the Facility Agreement</p> <p><b>Permitted Security</b> has the meaning ascribed to it in the Facility Agreement</p> <p><b>Portfolio Account</b> means a performing or sub-performing or charged-off credit account, instalment loan, or other similar account acquired by the Company</p> <p><b>Portfolio Account Purchase Agreement</b> means an agreement pursuant to which a Portfolio Account is acquired by the Company</p> <p><b>Real Property</b> means</p> <ul style="list-style-type: none"> <li>(a) any freehold, leasehold or immovable property (including the freehold and leasehold property in Northern Ireland specified at Schedule 3 to the Debenture), and</li> <li>(b) any buildings, fixtures, fittings, fixed plant or machinery from time to time situated on or forming part of such freehold or leasehold property, other than those belonging to any landlord, tenant or occupier other than the Company,</li> </ul> <p>and includes all Related Rights</p> <p><b>Receivables</b> means, in relation to a Portfolio Account, any amounts owing by a Debtor to the Company in respect of such Portfolio Account and, in relation to a Participation Agreement, any amounts owing by any party to that Participation Agreement to the Company, and, in each case, the benefit of all rights, guarantee, Security and remedies relating to such amounts (including, without limitation, claims for damages and other remedies for non-payment of the same, all entitlements to interest, negotiable instruments, indemnities, reservations of property rights, rights of tracing and unpaid vendor's liens and</p>	

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## Particulars of a mortgage or charge

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Short particulars	<p>similar rights and all proceeds foregoing)</p> <p><b>Receiver</b> means a receiver or receiver and manager or (where permitted by law) administrative receiver of the whole or any part of the Charged Property and that term will include any appointee made under a joint and/or several appointment</p> <p><b>Related Rights</b> means, in relation to the Shares, the Derivative Assets, and in relation to any asset (including the Shares)</p> <ul style="list-style-type: none"> <li>(a) the proceeds of sale of any part of that asset,</li> <li>(b) all rights under any licence, agreement for sale or agreement for lease in respect of that asset,</li> <li>(c) all rights, benefits, claims, contracts, warranties, remedies, security, indemnities or covenants for title in respect of that asset, and</li> </ul> <p>any monies and proceeds paid or payable in respect of that asset</p> <p><b>Secured Accounts</b> means each Account which is not a Blocked Account, including, without limitation, the Accounts the details of which are set out at Part 2 of Schedule 2 to the Debenture</p> <p><b>Secured Parties</b> means the Security Agent, any Receiver, the Arranger, the Agent, the Lenders, any Hedge Counterparty and any other Finance Parties (each term as defined in the Facility Agreement) from time to time party to the Intercreditor Agreement</p> <p><b>Security</b> means a mortgage, charge, pledge, lien or other security interest securing any obligation of any person or any other agreement or arrangement having a similar effect</p> <p><b>Shares</b> means all of the shares listed at Schedule 4 to the Debenture and all of the shares in the capital of any other company, in each case held by, to the order or on behalf of the Company from time to time</p> <p><b>Specific Contracts</b> has the meaning ascribed to it in the Debenture</p> <p><b>Tangible Moveable Property</b> means any plant, machinery, office equipment, computers, vehicles and other chattels (excluding any for the time being forming part of the Company's stock in trade or work in progress) and all Related Rights</p>



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

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

**COMPANY NO. 5245825  
CHARGE NO. 27**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES  
HEREBY CERTIFIES THAT A DEBENTURE (NORTHERN  
IRELAND) DATED 26 AUGUST 2011 AND CREATED BY  
CAPQUEST INVESTMENTS LIMITED FOR SECURING ALL  
MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO  
THE ROYAL BANK OF SCOTLAND PLC (AS SECURITY AGENT  
FOR THE SECURED PARTIES) OR ANY OF THE OTHER  
SECURED PARTIES 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 9 SEPTEMBER 2011

GIVEN AT COMPANIES HOUSE, CARDIFF THE 13 SEPTEMBER  
2011

*Dy*



*Companies House*  
— for the record —



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES