

108843/13

# MG01

## Particulars of a mortgage or charge



### A fee is payable with this form

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



#### What this form is for

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



#### What this form is NOT for

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

FRIDAY



LD6 24/06/2011 55  
COMPANIES HOUSE

1

### Company details

Company number

0 6 2 9 5 5 1 6

Company name in full

Musto Topco Limited (the "Company")

For official use



#### Filling in this form

Please complete in typescript or in  
bold black capitals

All fields are mandatory unless  
specified or indicated by \*

2

### Date of creation of charge

Date of creation

d1 d6 m0 m6 y2 y0 y1 y1

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 confirmation dated 16 June 2011 (the "Deed") in relation to a debenture dated 10 August 2007 (the "Debenture") between the Company, Musto Bidco Limited, Musto Midco Limited (together, the "Original Chargors" and each an "Original Chargor"), Musto Limited as an additional chargor (the "Additional Chargor") and Anglo Irish Bank Corporation Limited (formerly Anglo Irish Bank Corporation PLC) as agent of and trustee for the Finance Parties (the "Agent")

4

### Amount secured

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

Amount secured

Please see attached Schedule 1

Capitalised terms in this Form MG01 and the attached continuation  
pages, unless otherwise defined, shall have the meanings set out in  
Schedule 3 of the attached continuation pages

#### 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 Anglo Irish Bank Corporation Limited (as agent of and trustee for the Finance Parties)

Address 10 Old Jewry

London

Postcode E C 2 R 8 D N

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

Please see attached Schedule 2

**MG01****Particulars of a mortgage or charge****7 Particulars as to commission, allowance or discount (if any)**

Please insert the amount or rate percent of any commission, allowance or discount paid or made either directly or indirectly by the company to any person on consideration of his

- subscribing or agreeing to subscribe, whether absolutely or conditionally, or
- procuring or agreeing to procure subscriptions, whether absolute or conditional,

for any debentures included in this return. The rate of interest payable under the terms of the debentures should not be entered

Commission, allowance or discount

Nil

**8 Delivery of instrument**

You must deliver the original instrument (if any) creating or evidencing the charge and these prescribed particulars to the Registrar of Companies within 21 days after the date of creation of the charge (section 860). If the property is situated and the charge was created outside the United Kingdom (UK), you must deliver the information to the Registrar within 21 days after the date on which the instrument could have been received in the UK in the normal course of post and assuming you had posted it promptly (section 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

Olswamy LLP

X

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

# MG01

## Particulars of a mortgage or charge



### Presenter information

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

Contact name Kiran Nagendran

Company name OLSWANG LLP

Address 90 High Holborn

Post town London

County/Region

Postcode W C 1 V 6 X X

Country

DX 37972 Kingsway

Telephone 020 7067 3000



### Certificate

We will send your certificate to the presenter's address if given above or to the Company's Registered Office if you have left the presenter's information blank



### Checklist

**We may return forms completed incorrectly or with information missing.**

**Please make sure you have remembered the following.**

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



### Important information

**Please note that all information on this form will appear on the public record.**



### How to pay

**A fee of £13 is payable to Companies House in respect of each mortgage or charge.**

Make cheques or postal orders payable to 'Companies House'



### Where to send

**You may return this form to any Companies House address, however for expediency we advise you to return it to the appropriate address below**

**For companies registered in England and Wales:**  
The Registrar of Companies, Companies House,  
Crown Way, Cardiff, Wales, CF14 3UZ  
DX 33050 Cardiff

**For companies registered in Scotland:**  
The Registrar of Companies, Companies House,  
Fourth floor, Edinburgh Quay 2,  
139 Fountainbridge, Edinburgh, Scotland, EH3 9FF  
DX ED235 Edinburgh 1  
or LP - 4 Edinburgh 2 (Legal Post)

**For companies registered in Northern Ireland:**  
The Registrar of Companies, Companies House,  
Second Floor, The Linenhall, 32-38 Linenhall Street,  
Belfast, Northern Ireland, BT2 8BG  
DX 481 N R Belfast 1



### Further information

For further information, please see the guidance notes on the website at [www.companieshouse.gov.uk](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)**

# MG01s - continuation page

Particulars of a charge created by a company registered in Scotland

<div>4</div>	<b>Amount secured</b>  Please give us details of the amount secured by the charge	
Amount secured	<div style="text-align: center;"> <b>SCHEDULE 1</b>   <b>AMOUNT SECURED</b> </div> <p>           All monies, obligations and liabilities now or at any time in the future due, owing or incurred to the Finance Parties (or any of them) or to the Agent from or by any Obligor when the same become due for payment or discharge, whether by acceleration or otherwise, and whether such monies obligations or liabilities are express or implied, present or future, actual or contingent, joint or several, incurred as principal or surety and whether unascertained, collateral or unmatured, and whether originally owing to the Finance Parties or any of them or to the Agent or purchased or otherwise acquired by it or any of them and whether denominated in sterling or in any other currency, or incurred on any banking account or in any other manner whatsoever and all other amounts payable by any Charging Company under the Debenture and the Deed provided that no obligation or liability shall be included in the amount secured to the extent that, if it were so included, the Debenture or the Deed (or any part of them) would constitute unlawful financial assistance within the meaning of Sections 151 and 152 of the Companies Act 1985 (the "<b>Secured Obligations</b>")         </p>	

In accordance with Section 860 of the Companies Act 2006	<b>MG01 - continuation page</b> Particulars of a mortgage or charge	
<b>6</b>	<b>Short particulars of all the property mortgaged or charged.</b>	
	Please give the short particulars of the property mortgaged or charged	
Short particulars	<p style="text-align: center;"><b>SCHEDULE 2</b></p> <p style="text-align: center;"><b>SHORT PARTICULARS OF ALL THE PROPERTY MORTGAGED OR CHARGED</b></p> <p><b>1      CONFIRMATION OF SECURITY</b></p> <p>Each Charging Company confirmed that the security created in favour of the Agent under the Security Agreement extends to all liabilities and obligations of the Obligors to the Finance Parties under the Finance Documents as amended and restated</p> <p><b>2      CREATION OF SECURITY</b></p> <p><b>2 1    To the extent only that the security referred to in clause 3 of the Deed (as described in paragraph 1 above) is not effective (for whatever reason), the Company charged with full title guarantee to the Agent as trustee for the Finance Parties by way of first fixed charge as a continuing security for the payment and discharge of the Secured Obligations the following assets, both present and future, from time to time owned by each Charging Company or in which each Charging Company may from time to time have an interest</b></p> <p><b>2 1 1    all freehold and leasehold property of that Charging Company and all liens, charges, options, agreements, rights and interests in or over land or the proceeds of sale of land and all buildings, fixtures and fittings (including trade fixtures and fittings) and fixed plant and machinery from time to time on such property or land together with all rights easements and privileges appurtenant to or benefiting the same (but excluding any such assets which are not owned by such Charging Company),</b></p> <p><b>2 1 2    all plant, machinery (other than that charged by clause 4 1 1 of the Deed (as described in paragraph 2 1 1 above)), computers and office and other equipment and the benefit of all contracts and warranties relating to the same (but excluding any such assets which are not owned by such Charging Company),</b></p> <p><b>2 1 3    all stocks, shares, bonds and securities of any kind whatsoever whether</b></p>	

In accordance with Section 860 of the Companies Act 2006	<b>MG01 - continuation page</b> <b>Particulars of a mortgage or charge</b>	
<b>6</b>	<b>Short particulars of all the property mortgaged or charged.</b>	
	Please give the short particulars of the property mortgaged or charged	
	<p>marketable or otherwise and all other interests (including but not limited to loan capital) in any person including all Related Securities Rights and all Related Property Rights in respect thereof,</p> <p>2 1 4     all Shares,</p> <p>2 1 5     (subject, in the case of any monies held in, or sums standing to the credit of, the Accounts, to clause 7 of the Security Agreement) the Receivables,</p> <p>2 1 6     all its rights, title and interest in and to cash at bank and (if different) any amount from time to time standing to the credit of any bank or other account with any Finance Party or with any other bank, financial institution or person (including, without limitation but subject to clause 7 of the Security Agreement, the Accounts),</p> <p>2 1 7     the Insurances and all proceeds of the Insurances,</p> <p>2 1 8     all uncalled capital and the goodwill of the Company now or at any time in the future in existence,</p> <p>2 1 9     all Intellectual Property, and</p> <p>2 1 10    in the case of the Additional Chargor, any property or shares listed in schedule 3 of the Deed of Accession</p> <p>2 2     To the extent only that the security referred to in Clause 3 of the Deed as described in paragraph 1 above is not effective (for whatever reason), each Charging Company has charged to the Agent as trustee for the Finance Parties by way of first fixed charge with full title guarantee as a continuing security for the payment and discharge of the Secured Obligations all of its rights, title, benefits and interests whatsoever (whether present or future, proprietary, contractual or otherwise) under or arising out of the Transaction Documents (other than the Finance Documents), the Hedging Arrangements, the Operating Documents (in each case as from time to time extended, varied or replaced), including without limitation (i) any indebtedness arising from or in any way connected with the Acquisition or the financing of the Acquisition, (ii) all claims for damages or other remedies in respect of any breach of, or</p>	

In accordance with Section 860 of the Companies Act 2006	<b>MG01 - continuation page</b> <b>Particulars of a mortgage or charge</b>	
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	Please give the short particulars of the property mortgaged or charged	
	<p>inaccuracy in, any Transaction Document (other than the Finance Documents), any Hedging Arrangements and any Operating Document, and (iii) the benefit of (and the right to make any claims under or in respect of) all warranties, indemnities and representations given to it in or pursuant to any Transaction Document (other than the Finance Documents), any Hedging Arrangements and any Operating Document (each capitalised term as defined in the Security Agreement)</p> <p>2 3 To the extent only that the security referred to in Clause 3 of the Deed as described in paragraph 1 above is not effective (for whatever reason), each Charging Company with full title guarantee charged to the Agent as trustee for the Finance Parties by way of first floating charge as a continuing security for the payment and discharge of the Secured Obligations its undertaking and all its property, assets and rights whatsoever and wheresoever, both present and future, but excluding any property or assets from time to time or for the time being effectively charged to the Agent by way of fixed charge pursuant to Clauses 4 1 and 4 2 of the Deed as described in paragraphs 2 1 and 2 2 above)</p> <p>2 4 It was agreed that the charges created by clauses 4 1, 4 2 and 4 3 of the Deed (as described in paragraphs 2 1, 2 2 and 2 3 above) were designated as first charges</p> <p>2 5 To the extent only that the security referred to in Clause 3 of the Deed (Confirmation of Security) (as described in paragraph 1 above) is not effective (for whatever reason), as further security for the payment of the Secured Obligations, each Charging Company has assigned absolutely to the Agent as trustee for the Finance Parties all its right, title and interest in the Assigned Agreements, the Insurances and the Intellectual Property Proceeds (save that the exercise of all rights and remedies in connection with such contracts, the exercise of any discretions or judgments, the giving or any waivers or consents and any entitlement to all proceeds and claims arising therefrom shall, in the absence of an Event of Default which is outstanding, be exercised at the sole discretion of the relevant Charging Company, subject always to the terms of the Facility Agreement (as amended by the Third Supplemental Agreement)), provided that on payment or discharge in full of the Secured Obligations the Agent will at the request and cost of the Charging Company reassign the Assigned Agreements, the Insurances and the Intellectual Property Proceeds</p> <p>2 6 Each of the charges referred to in clause 4 1 of the Deed (as described in paragraph 2 1 above) shall be read and construed as, and deemed to be, separate charges over</p>	



In accordance with Section 860 of the Companies Act 2006	<b>MG01 - continuation page</b> Particulars of a mortgage or charge	
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	<p>each of the items mentioned in sub-clause 4 1 1 to 4 1 10 (inclusive) of the Deed (as described in paragraphs 2 1 1 to 2 1 10 (inclusive) above), so that each item mentioned in each sub-clause and each item forming any constituent element of the Insurances and the Intellectual Property shall be deemed to be subject to a separate charge Without prejudice to the generality of the previous sentence if any such item shall be found to be subject to a floating charge and not to a fixed charge, such finding shall not itself result in any other such item being deemed to be subject to a floating charge (as opposed to a fixed charge)</p> <p>2 7 Paragraph 14 of schedule B1 to the Insolvency Act 1986 applies to the floating charge created by clause 4 3 of the Deed (as described in paragraph 2 3 above) which floating charge is accordingly a qualifying floating charge for such purposes</p>	

In accordance with Section 860 of the Companies Act 2006	<b>MG01 - continuation page</b> Particulars of a mortgage or charge	
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	Please give the short particulars of the property mortgaged or charged	
	<p style="text-align: center;"><b>SCHEDULE 3</b></p> <p style="text-align: center;"><b>DEFINITIONS</b></p> <p><b>"Accession Letter"</b> as defined in the Facility Agreement,</p> <p><b>"Accounts"</b> means a General Account or the Surplus and Repayment Deposit Account,</p> <p><b>"Acquisition"</b> means the acquisition by Musto Bidco Limited of the entire issued share capital of the Company on the terms of the Acquisition Documents,</p> <p><b>"Acquisition Document"</b> as defined in the Facility Agreement,</p> <p><b>"Amendment and Restatement Agreement"</b> means the amendment and restatement agreement dated 30 October 2009 made between, amongst others, the Company and the Agent,</p> <p><b>"Arranger"</b> means Anglo Irish Bank Corporation Limited (formerly known as Anglo Irish Bank Corporation plc),</p> <p><b>"Assigned Agreements"</b> means each of the agreements specified in schedule 2 of the Debenture together with each other agreement supplementing or amending the same and any other document designated as an Assigned Agreement after the date of the Debenture by the Agent and Musto Bidco Limited,</p> <p><b>"Charging Company"</b> means each Original Chargor and the Additional Chargor,</p> <p><b>"Collateral Instruments"</b> as defined in the Debenture,</p> <p><b>"Counterparty"</b> means Anglo Irish Bank Corporation Limited (formerly known as Anglo Irish</p>	

In accordance with Section 860 of the Companies Act 2006	<b>MG01 - continuation page</b> Particulars of a mortgage or charge	
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	<p>Bank Corporation plc) as counterparty to hedging arrangements relating to the Facility Agreement,</p> <p><b>"Deed of Accession"</b> means the deed of accession dated 10 August 2007 by which the Company unconditionally and irrevocably undertook to and agreed with the Agent to observe and be bound by the terms and provisions of the Debenture,</p> <p><b>"Event of Default"</b> means any event or circumstance specified as such in clause 24 of the Facility Agreement</p> <p><b>"Facility Agreement"</b> means a facility agreement dated 9 August 2007 entered into between (among others) the Company and the Agent as amended by an amendment letter dated 23 March 2009, as amended and restated by the Amendment and Restatement Agreement and further amended by the Second Supplemental Agreement,</p> <p><b>"Fee Letter"</b> as defined in the Facility Agreement,</p> <p><b>"Finance Documents"</b> means the Facility Agreement, the Supplemental Agreement, the Second Supplemental Agreement, the Amendment and Restatement Agreement, an Accession Letter, a Security Document, the Subordination Deed, a Subordination Accession, any Fee Letter, any Hedging Strategy Letter, a Transfer Certificate, the Hedging Arrangements, the FX Hedging Arrangements and any other document designated as such by the Agent and Musto Bidco Limited,</p> <p><b>"Finance Party"</b> means the Agent, the Arranger, the Counterparty, the FX Credit Line Provider or a Lender,</p> <p><b>"FX Credit Line Provider"</b> means Anglo Irish Bank Corporation Limited (formerly known as Anglo Irish Bank Corporation plc) as the foreign exchange credit line provider in respect of certain forward purchase contracts,</p> <p><b>"FX Hedging Arrangements"</b> as defined in the Facility Agreement,</p> <p><b>"General Account"</b> as defined in the Facility Agreement,</p> <p><b>"Hedging Arrangements"</b> means any interest hedging arrangement entered into by Musto</p>	

<p>In accordance with Section 860 of the Companies Act 2006</p>	<p><b>MG01 - continuation page</b> Particulars of a mortgage or charge</p>	
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	<p>Please give the short particulars of the property mortgaged or charged</p>	
	<p>Bidco Limited in connection with interest payable under the Facility Agreement,</p> <p><b>"Hedging Strategy Letter"</b> as defined in the Facility Agreement,</p> <p><b>"Insurances"</b> means all policies of insurance either now or in the future held by or written in favour of the Company or in which the Company is otherwise interested but excluding any third party liability or public liability insurance,</p> <p><b>"Intellectual Property"</b> means all patents (including applications, improvements, prolongations, extensions and rights to apply for them in any part of the world) designs (whether registered or unregistered) copyrights, design rights, trade marks and service marks (whether registered or unregistered) utility models, trade names, business names, domain names and brand names, know-how, formulae, confidential information, trade secrets, computer software programs and systems and any similar rights existing in any country (including the benefit of any licences or consents relating to any of the above) and all fees, royalties or other rights derived from them or incidental to them in any part of the world,</p> <p><b>"Intellectual Property Proceeds"</b> means all damages, compensation, remuneration, profit, rent, fees, royalties or income derived from Intellectual Property, whether by way of contract, licence, award or entitlement or other means whatsoever,</p> <p><b>"Investment Document"</b> as defined in the Facility Agreement,</p> <p><b>"Lender"</b> as defined in the Facility Agreement,</p> <p><b>"Obligors"</b> as defined in the Facility Agreement,</p> <p><b>"Operating Documents"</b> as defined in the Facility Agreement,</p> <p><b>"Receivables"</b> means</p> <p>(i) all present and future book debts and other debts, rentals, royalties fees, VAT and monetary claims and all other amounts recoverable or receivable by the Company from other persons or due or owing to the Company (whether actual or contingent and whether arising under contract or in any other manner whatsoever),</p>	

In accordance with Section 860 of the Companies Act 2006	<b>MG01 - continuation page</b> Particulars of a mortgage or charge	
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	<p>(ii) the benefit of all rights and remedies relating to any of the items in (i) above including, without limitation, claims for damages and other remedies for non-payment of the same, all entitlements to interest, negotiable instruments, guarantees, indemnities, Security, Collateral Instruments, reservations of property rights, rights of tracing and unpaid vendor's liens and similar associated rights, and</p> <p>(iii) all proceeds of any of the items listed in (i) or rights and remedies in (ii) above,</p> <p><b>"Related Property Rights"</b> means, in relation to any property or asset</p> <p>(i) the proceeds of sale and/or other realisation of that property or asset (or any part thereof or interest therein),</p> <p>(ii) all Security, options, agreements, rights, benefits, indemnities, guarantees, warranties or covenants for title in respect of such property or asset, and</p> <p>(iii) all rights under any agreement in respect of such property or asset,</p> <p><b>"Related Securities Rights"</b> means all allotments, rights, benefits and advantages (including all voting rights) whatsoever at any time accruing, offered or arising in respect of or incidental to any Shares or Securities and all money or property accruing or offered at any time by way of conversion, redemption, bonus, preference, option, dividend, distribution, interest or otherwise in respect of Shares or Securities,</p> <p><b>"Security"</b> means a mortgage, charge, assignment, 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>"Security Documents"</b> as defined in the Facility Agreement,</p> <p><b>"Securities"</b> means the assets of the Company described in clause 3.1.3 of the Debenture,</p> <p><b>"Shares"</b> means</p> <p>(i) the shares specified in schedule 2 of the Debenture legally and beneficially owned by</p>	

In accordance with Section 860 of the Companies Act 2006	<b>MG01 - continuation page</b> Particulars of a mortgage or charge	
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	<p>the Company,</p> <p>(ii) the shares specified in schedule 3 of any deed of accession to the Debenture legally and beneficially owned by the Company,</p> <p>(iii) all Related Securities Rights in respect thereof, and</p> <p>(iv) all Related Property Rights in respect thereof,</p> <p><b>"Subordination Accession"</b> as defined in the Facility Agreement,</p> <p><b>"Subordination Deed"</b> as defined in the Facility Agreement,</p> <p><b>"Supplemental Agreement"</b> as defined in the Facility Agreement,</p> <p><b>"Surplus and Repayment Deposit Account"</b> as defined in the Facility Agreement,</p> <p><b>"Third Supplemental Agreement"</b> means a third supplemental agreement dated 16 June 2011 entered into between (among others) the Company and the Agent amending the terms of the Facility Agreement,</p> <p><b>"Transaction Documents"</b> means</p> <p>(a) a Finance Document,</p> <p>(b) an Acquisition Document,</p> <p>(c) an Investment Document,</p> <p>(d) an Operating Document, or</p> <p>(e) any other document designated as such by the Agent and Musto Bidco Limited,</p> <p><b>"Transfer Certificate"</b> as defined in the Facility Agreement</p>	



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

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

**COMPANY NO. 6295516  
CHARGE NO. 7**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES  
HEREBY CERTIFIES THAT A DEED OF CONFIRMATION DATED  
16 JUNE 2011 AND CREATED BY MUSTO TOPCO LIMITED FOR  
SECURING ALL MONIES DUE OR TO BECOME DUE FROM ANY  
OBLIGOR TO THE FINANCE PARTIES (OR ANY OF THEM) OR  
TO ANGLO IRISH BANK CORPORATION LIMITED (AS AGENT  
OF AND TRUSTEE FOR THE FINANCE 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 24 JUNE 2011

GIVEN AT COMPANIES HOUSE, CARDIFF THE 28 JUNE 2011

*Sp*



*Companies House*  
— for the record —



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES