

037483/13
MG06

Particulars of a charge subject to which property has
been acquired



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 charge subject to
which property has been acquired

☐ **What this form is for**
You cannot use this form for
submitting particulars of a charge
subject to which property has been
acquired for a company in Scotland. To do this
use form MG06s

TUESDAY



LD3

LB078RHJ

08/02/2011

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COMPANIES HOUSE

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k

1 Company details

Company number 0 7 4 9 7 2 0 5

Company name in full INEOS Holdings (Investments) Limited

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 the instrument (if any) creating or evidencing the charge

Date of the instrument (if any) d 1 2 m 0 5 y 2 0 y 1 0

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

Description ① English law share charge and security assignment dated 12 May
2010 entered into between INEOS Group Holdings plc (the "Charging
Company") and the Security Agent (the "Charge and Assignment")

① Please give a description of the
instrument, e.g. 'Trust Deed',
'Debenture', 'Mortgage', or 'Legal
charge', etc. as the case may be

4 Date of acquisition of the property which is subject to the charge

d 3 1 m 0 1 y 2 0 y 1 1

5 Amount secured

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

Continuation page

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

Amount secured Please see attached continuation sheets

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Mortgagee(s) or person(s) entitled to the charge

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

Barclays Bank PLC (the "Security Agent")

Address

5 The North Colonnade, Canary Wharf, London, United Kingdom

Postcode

E 1 4 4 B B

Name

Address

Postcode

Name

Address

Postcode

7

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 continuation sheets

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Delivery of instrument

A verified copy of the instrument must be delivered to the Registrar of Companies, with these particulars correctly completed, within 21 days after the date of completion of the acquisition of the property which is subject to the charge

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. If the property is situated and the charge was created outside the United Kingdom (UK), you must deliver the information to the Registrar within 21 days after the date on which the instrument could have been received in the UK in the normal course of post and assuming you had posted it promptly (section 866)

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Signature

Please sign the form here

Signature

Signature

X Sharmar & Sterling (London) LLP

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

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Particulars of a charge subject to which property has been acquired

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 **Rory Milligan**

Company name **Shearman & Sterling (London) LLP**

Address **Broadgate West**

9 Appold Street

Post town **London**

County/Region

Postcode

E	C	2	A		2	A	P
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Country **United Kingdom**

DX

Telephone **+442076555600**

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 a certified copy of the deed (if any) with this form
- ☐ You have entered the date the charge was created
- ☐ You have supplied the description of the instrument (if any)
- ☐ You have given the date of acquisition
- ☐ You have given details of the amount secured by the mortgagee or chargee
- ☐ You have given details of the 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

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Particulars of a charge subject to which property has been acquired

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Amount secured

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

Amount secured

All money or liabilities due, owing or incurred to any Secured Party by the Charging Company or any other Group Company or any other grantor of Transaction Security under any Secured Document (including, without limitation, under any amendments, supplements or restatements of any Secured Documents however fundamental (to the extent permitted under the Secured Documents) or in relation to any new or increased advances or utilisations or additional note issuances) either at the date of the Charge and Assignment or subsequently, in any manner whether actual or contingent, matured or unmatured, liquidated or unliquidated, whether incurred solely or jointly with any other person and whether as principal or surety, together with all interest accruing thereon (both before and after judgment) and including all liabilities in connection with any notes, bills or other instruments accepted by any Secured Party for or at the request of a Group Company, and all losses incurred by any Secured Party in connection with any Secured Document (including, without limitation, under any amendments, supplements or restatements of any Secured Documents however fundamental (to the extent permitted under the Secured Documents) or in relation to any new or increased advances or utilisations or additional note issuances) (the "Indebtedness")

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Particulars of a charge subject to which property has been acquired

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Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

PART A

Definitions

In this form MG06, so far as the context admits, the following expressions have the following meaning

"Acceptance Notice" means a confirmation of acceptance substantially in the form attached to annex 1 (*Form of Acceptance Notice*) to the Invitation Memorandum,

"Accession Document" means an agreement substantially in the form set out in schedule 6 (*Accession Document*) to the Senior Facilities Agreement under which a Group Company becomes a borrower and/or a guarantor under the Senior Facilities Agreement and becomes a party to the Intercreditor Deed,

"Additional Senior Secured Indenture" means any indenture pursuant to which any Additional Senior Secured Notes are issued (as amended, supplemented and/or waived from time to time),

"Additional Senior Secured Note Creditors" means any Additional Senior Secured Noteholders and any Additional Senior Secured Note Trustee,

"Additional Senior Secured Note Documents" means any Additional Senior Secured Indenture, any Additional Senior Secured Notes, the guarantees in respect of any Additional Senior Secured Notes granted under any Additional Senior Secured Indenture, the Security Interests granted or to be granted for the benefit of any Additional Senior Secured Note Creditors pursuant to any Additional Senior Secured Note Documents, and the Intercreditor Deed,

"Additional Senior Secured Note Trustee" means any entity appointed as trustee for any Additional Senior Secured Noteholders,

"Additional Senior Secured Noteholders" means the holders from time to time of any Additional Senior Secured Notes,

"Additional Senior Secured Notes" means any Senior Secured Notes issued or to be issued by any Senior Secured Note Issuer after the 12 May 2010,

"Ancillary Documents" means all documents and agreements made by an Ancillary Lender and any Group Company in connection with the Ancillary Facilities,

"Ancillary Facilities" means working capital facilities made available by an Ancillary Lender in accordance with clause 6 (*Ancillary Facilities*) of the Senior Facilities Agreement,

"Ancillary Lender" means each Lender which has agreed to make available Ancillary Facilities under an Ancillary Facility letter as referred to in the Senior Facilities Agreement,

"Assigned Intercompany Loan Agreements" means

- (a) the Intercompany Loan Agreements to which the Charging Company is party,
- (b) each High Yield Proceeds Loan to which the Charging Company is party, and
- (c) any other loan entered into by the Charging Company with any other Group Company from time to time.

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Particulars of a charge subject to which property has been acquired

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Please give the short particulars of the property mortgaged or charged

Short particulars

"Charged Assets" means the assets from time to time the subject of any Security Interest created or purported to be created by or pursuant to the Charge and Assignment and, where the context permits, the proceeds of sale of such assets.

"Delegate" means any delegate, sub-delegate, agent, attorney or co-trustee appointed, directly or indirectly, pursuant to Clause 17 (*Delegation*) of the Charge and Assignment,

"Distribution Rights" means all dividends, distributions and other income paid or payable on an Investment or Subsidiary Share, together with all shares or other property derived from that Investment or Subsidiary Share and all other allotments, accretions, rights, assets, benefits and advantages of all kinds related to, accruing, offered or otherwise derived from or incidental to that Investment or Subsidiary Share (whether by way of conversion, redemption, bonus, preference, option or otherwise),

"Excluded Company" means

- (a) any receivables purchaser and any other limited liability company established or to be established solely for the purposes of the execution of a receivables securitisation permitted under the Senior Facilities Agreement and, for the avoidance of doubt, shall also include any other company or entity in which no Group Company owns any equity shares established or to be established solely for complying with legal and/or accounting requirements for securitisation transactions in any jurisdiction and forming part of a receivables securitisation permitted under the Senior Facilities Agreement, and
- (b) any subsidiary of any company referred to in (a),

"Existing Facilities Agreement" means the senior facilities agreement dated 14th December 2005 (as amended from time to time) and made between amongst others, the Parent, Barclays Bank PLC as facility agent and security agent and Barclays Capital, Merrill Lynch International and Morgan Stanley Bank International Limited as arrangers,

"Facility Agent" means Barclays Bank PLC in its capacity as facility agent for the Lenders under the Senior Finance Documents,

"Fees Letter" means each of the agency fee letter, the security agent fee letter and the mandate letter referred to in the Senior Facilities Agreement,

"Group" means (with effect from the date on which INEOS Holdings (Investments) Limited acquired the shares subject to the Charge and Security Assignment described herein) Parent Holdco and its Subsidiaries from time to time (excluding for all purposes any Excluded Company),

"Group Company" means a member of the Group,

"Hedging Agreements" means Treasury Transactions entered into or to be entered into with the Hedging Lenders on the terms provided for in the Senior Facilities Agreement

"Hedging Lenders" means a Lender (or an affiliate of a Lender) in its capacity as provider of currency and/or commodity and/or interest rate hedging under any Hedging Agreement which is or becomes party to the Intercreditor Deed,

"High Yield Notes" means any high yield notes issued or to be issued and complying with the High Yield Note parameters as set out in part 3 of schedule 17 (*Parameters*) to the Senior Facilities Agreement,

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Particulars of a charge subject to which property has been acquired

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"High Yield Proceeds Loan" means any loan of the proceeds of the High Yield Notes from the Charging Company as lender to the Principal Obligor and/or INEOS US Finance LLC,

"Intercompany Loan Agreements" means each of the Intercompany Loan Agreements referred to as such in the Senior Facilities Agreement,

"Intercreditor Deed" means the intercreditor deed dated 12 May 2010 between, amongst others, the Obligors referred to therein, Barclays Bank PLC as security agent and as facility agent for the Senior Lenders and Second Secured Creditors referred to therein, BP International Limited as collateral agent for the BP Creditors referred to therein and acceded to by The Bank of New York Mellon as trustee for the Senior Secured Note Creditors referred to therein and by The Bank of New York Mellon as trustee for the High Yield Creditors referred to therein (as amended, restated, supplemented and/or waived from time to time),

"Investment" means any negotiable instrument, share or other investment (as defined in part II of Schedule 2 to the Financial Services and Markets Act 2000 as at the date of the Charge and Assignment) owned (at the date of the Charge and Assignment or in the future) at law or in equity by the Charging Company or held by any security agent, finance party, depository, custodian, nominee, fiduciary, investment manager or clearing system on its behalf (including, unless the context otherwise requires, the Subsidiary Shares),

"Invitation Memorandum" means the invitation memorandum dated 17th March 2010 (as supplemented by the supplement to the invitation memorandum dated 12th April 2010) published by or on behalf of the Parent, the Principal Obligor, INEOS US Finance LLC and INEOS Tenderco Limited on the IntraLinks website for the information of all lenders in respect of the Existing Facilities Agreement,

"Issuing Lender" means the Original Issuing Lender and any additional Issuing Lender appointed in accordance with clause 5.7(d) (*Issue of Bank Guarantees*) of the Senior Facilities Agreement,

"Lenders" means the Term A Lenders, the Term B Lenders, the Term C Lenders, the Term D Lenders, the Term E Lenders and the Revolving Lenders each as referred to in the Senior Facilities Agreement,

"Original Issuing Lender" means Barclays Bank PLC,

"Original Senior Secured Indenture" means the indenture dated 12 May 2010 pursuant to which the Original Senior Secured Notes are issued (as amended, supplemented and/or waived from time to time),

"Original Senior Secured Note Creditors" means the Original Senior Secured Noteholders and the Original Senior Secured Note Trustee,

"Original Senior Secured Note Documents" means the Original Senior Secured Indenture, the Original Senior Secured Notes, the guarantees in respect of the Original Senior Secured Notes granted under the Original Senior Secured Indenture, the Security Interests granted or to be granted for the benefit of the Original Senior Secured Note Creditors pursuant to Original Senior Secured Note Documents and the Intercreditor Deed,

"Original Senior Secured Note Issuer" means INEOS Finance plc, a company incorporated in England and Wales with registered number 07084307,

"Original Senior Secured Note Trustee" means The Bank of New York Mellon as trustee for the Original Senior Secured Noteholders,

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Short particulars

"Original Senior Secured Noteholders" means the holders from time to time of the Original Senior Secured Notes,

"Original Senior Secured Notes" means the EUR 300,000,000, 9¼% senior secured notes due 2015 and the \$570,000,000, 9% senior secured notes due 2015, in each case, issued or to be issued under the Original Senior Secured Indenture,

"Parent" means INEOS Group Limited, a company incorporated in England and Wales with registered number 03534631,

"Principal Obligor" means INEOS Holdings Limited, a company incorporated in England and Wales with registered number 04215887,

"Receiver" means a receiver or receiver and manager or administrative receiver of the whole or any part of the Charged Assets,

"Refinanced Second Secured Liabilities" has the meaning given to it in the Intercreditor Deed,

"Relevant Secured Documents" means the Senior Facilities Agreement, the Original Senior Secured Indenture, any Additional Senior Secured Indenture and any Second Secured Indenture,

"Second Secured Creditors" means any holders of any Second Secured Debt and any trustee in respect of such Second Secured Debt,

"Second Secured Debt" means any amounts comprising Refinanced Second Secured Liabilities raised by way of note issuance permitted in accordance with the Senior Facilities Agreement and the Intercreditor Deed,

"Second Secured Documents" means each document constituting, evidencing or relating to Refinanced Second Secured Liabilities,

"Second Secured Indenture" means any indenture pursuant to which any Second Secured Debt is issued or to be issued (as amended, supplemented and/or waived from time to time),

"Secured Documents" means, together, the Senior Finance Documents, the Senior Secured Note Documents and the Second Secured Documents,

"Secured Parties" means each Senior Finance Party, each Senior Secured Note Creditor, each Second Secured Creditor and any Receiver or Delegate,

"Security Agent" means Barclays Bank PLC as agent and trustee for and on behalf of the Secured Parties,

"Security Interest" means any mortgage, charge (fixed or floating), pledge, lien, hypothecation, right of set-off, security trust, assignment by way of security, assignation in security, standard security, reservation of title, any other security interest or any other agreement or arrangement (including a sale and repurchase arrangement) having the commercial effect of conferring security,

"Security Documents" means (i) each of the security documents specified in schedule 2 (*Security Documents*) to the Senior Facilities Agreement and all other documents entered into by any Group Company or any other person creating, evidencing or granting a Security Interest in favour of any Senior Finance Party in relation to the obligations of any obligor or any other grantor of Transaction Security under any Senior Finance Documents, all other documents entered into by any Group Company or any other person creating,

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Particulars of a charge subject to which property has been acquired

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Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

evidencing or granting any Security Interest granted or to be granted under any Senior Secured Note Documents, (ii) each document or instrument granting or creating the Security Interests granted in accordance with clause 6.2 (*High Yield Guarantees and Security*) of the Intercreditor Deed in favour of the security agent or the trustee(s) acting on behalf of the high yield creditors referred to in the Intercreditor Deed and (iii) any Security Interest granted under any covenant for further assurance in any of those documents,

"Senior Facilities Agreement" means the senior facilities agreement dated 12 May 2010 made between, amongst others, INEOS Group Limited, INEOS Holdings Limited as the Principal Obligor and the Original Lenders referred to therein (as amended, restated, supplemented and/or waived from time to time),

"Senior Finance Documents" means the Senior Facilities Agreement, each Security Document, the Intercreditor Deed, each Hedging Agreement, each Ancillary Document, each Accession Document, each Transfer Certificate, each Fees Letter, the Invitation Memorandum, each Acceptance Notice and any other document designated as a Senior Finance Document by the Principal Obligor and the Facility Agent,

"Senior Finance Parties" means Barclays Capital and J P Morgan plc each as joint mandated lead arrangers and joint bookrunners, the Facility Agent, the Security Agent, each Lender, each Ancillary Lender, each Issuing Lender and each Hedging Lender,

"Senior Secured Note Creditors" means the Original Senior Secured Note Creditors and any Additional Senior Secured Note Creditors,

"Senior Secured Note Documents" means the Original Senior Secured Note Documents and any Additional Senior Secured Note Documents,

"Senior Secured Note Issuer" means the Original Senior Secured Note Issuer, (to the extent it issues Senior Secured Notes permitted under the Senior Facilities Agreement and the Intercreditor Deed) the Principal Obligor and each other direct wholly-owned Subsidiary of the Principal Obligor established for the purpose of issuing Senior Secured Notes and incorporated in the European Union or in any state of the United States that complies with clause 20.49(d) (*Senior Secured Notes*) of the Senior Facilities Agreement,

"Senior Secured Notes" means any senior secured notes issued or to be issued by any Senior Secured Note Issuer and complying with the Senior Secured Note parameters set out in part 1 of schedule 17 (*Parameters*) to the Senior Facilities Agreement,

"Subsidiary" means a subsidiary within the meaning of section 1159 of the Companies Act 2006 (excluding for all purposes any Excluded Company),

"Subsidiary Shares" means all shares owned by the Charging Company (at the date of the Charge and Assignment or in the future) in its Subsidiaries, including any specified in Schedule 1 (*Subsidiary Shares*) to the Charge and Assignment,

"Transaction Security" means the Security Interests created or expressed to be created in favour of the Security Agent or any other Secured Party pursuant to the Security Documents,

"Transfer Certificate" means a certificate substantially in the form set out in schedule 5 (*Transfer Certificate*) to the Senior Facilities Agreement or such other form as the Principal Obligor and the Facility Agent may agree, and

"Treasury Transaction" means any currency or interest, cap or collar agreement, forward rate agreement, interest rate or currency future or option contract, foreign exchange or currency purchase or sale agreement,

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Particulars of a charge subject to which property has been acquired

7	Short particulars of all the property mortgaged or charged	
	Please give the short particulars of the property mortgaged or charged	
Short particulars	interest rate swap, currency swap or combined interest rate and currency agreement, any commodity hedging agreement and any other similar agreement	

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Particulars of a charge subject to which property has been acquired

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Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged.

Short particulars

PART B

Short particulars of all the property mortgaged or charged

- (1) Pursuant to Cause 4 1 (*Fixed charges*) of the Charge and Assignment the Charging Company as security for the payment of Indebtedness, charges by way of first fixed charge
 - (a) all the Subsidiary Shares and Investments and all corresponding Distribution Rights, and
 - (b) if not effectively assigned by Clause 4 2 (*Security assignment*) of the Charge and Assignment all its rights and interests in (and claims under) the Assigned Intercompany Loan Agreements
- (2) Pursuant to Clause 4 2(a) (*Security assignment*) of the Charge and Assignment, (subject to the right to reassignment on redemption pursuant to Clause 23 5 (*Covenant to Release*) of the Charge and Assignment) the Charging Company assigns absolutely all its rights, title and interest in the Assigned Intercompany Loan Agreements, together with the benefit of all its rights, claims and remedies in respect of such Assigned Intercompany Loan Agreements
- (3) Pursuant to Clause 4 3 (*Exceptions to the Security*) of the Charge and Assignment, the security created pursuant to Clause 4 (*Charging clause*) of the Charge and Assignment, shall not extend to any asset situated outside England and Wales to the extent that, and for so long as, any such security would be unlawful under the laws of the jurisdiction in which such asset is situated
- (4) Pursuant to Clause 4 4 (*Fixed and floating security*) of the Charge and Assignment, if for any reason any Security Interest in respect of any asset created or purported to be created pursuant to Clause 4 (*Charging clause*) of the Charge and Assignment, as a fixed charge or assignment, does not, or ceases to, take effect as a fixed charge or assignment, then it shall take effect as a first floating charge in respect of such asset. However it is the intent of the parties that the Security Interests over other Charged Assets shall remain unaffected

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Particulars of a charge subject to which property has been acquired

7	Short particulars of all the property mortgaged or charged
	Please give the short particulars of the property mortgaged or charged
Short particulars	<p style="text-align: center;"><u>PART C</u></p> <p style="text-align: center;"><u>Covenants and Restrictions</u></p> <p>(1) Pursuant to Clause 6 (<i>Negative pledge and disposal restrictions</i>) of the Charge and Assignment, the Charging Company may not</p> <ul style="list-style-type: none"> (a) create or agree to create or allow to exist any Security Interest over any part of the Charged Assets, (b) sell, lease, transfer or otherwise dispose of all or any part of the Charged Assets or the right to receive or to be paid the proceeds arising on the disposal of the same, or agree or attempt to do so, or (c) dispose of the equity of redemption in respect of all or any part of the Charged Assets, <p>except as permitted by the Relevant Secured Documents or with the prior written consent of the Security Agent</p> <p>(2) By virtue of Clause 8.2 (<i>General undertakings</i>) of the Charge and Assignment, the Charging Company will observe and perform all covenants and stipulations from time to time affecting the Charged Assets, make all payments, carry out all registrations or renewals and, save as permitted under the Relevant Secured Documents, generally take all reasonable steps which are necessary to preserve, maintain and renew when necessary or desirable all the Charged Assets</p>



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

**COMPANY NO. 7497205
CHARGE NO. 4**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT AN ENGLISH LAW SHARE CHARGE
AND SECURITY ASSIGNMENT FOR ALL SUMS DUE OR TO
BECOME DUE UNDER THE TERMS OF THE AFOREMENTIONED
INSTRUMENT CREATING OR EVIDENCING THE CHARGE
SECURED ON THE PROPERTY ACQUIRED BY INEOS HOLDINGS
(INVESTMENTS) LIMITED ON THE 31 JANUARY 2011 WAS
REGISTERED PURSUANT TO CHAPTER 1 PART 25 OF THE
COMPANIES ACT 2006 ON THE 8 FEBRUARY 2011

GIVEN AT COMPANIES HOUSE, CARDIFF THE 10 FEBRUARY
2011

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Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES