

MG01

Particulars of a mortgage or charge

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IRIS  
LASERFORM

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 Scottish company. To do this, please use form MG01s

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01/06/2012

#153

COMPANIES HOUSE

1

**Company details**

Company number

0 7 9 8 6 3 0 7

Company name in full

West Yorkshire PFI Operational Training  
& Accommodation (Holdings) Ltd (the "Chargor")

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

2 4 0 5 2 0 1 2

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 given by the Chargor in favour of the Security Trustee (defined terms are set out in Section 6 of the continuation page) (the "Debenture")

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**Amount secured**

Amount secured

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

all present and future obligations and liabilities (whether actual or contingent, whether owed jointly or severally, as principal or surety or in any other capacity whatsoever) of the Obligors to Aviva Public Private Finance Limited in its capacity as Security Trustee and Original Lender, any New Lender and any Delegate (the Security Trustee, the Original Lender, any New Lender and any Delegate together being the "Finance Parties") (or any of them) under each of the Finance Documents (and whether originally owing to that Finance Party or purchased or acquired by that Finance Party), except for any obligation or liability which, if it were so included, would result in the Debenture contravening any law (the "Secured Obligations")

**Continuation page**

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

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**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 Aviva Public Private Finance Limited (Company Number 02334210)

Address Sentinel House, 37 Surrey Street, Norwich

Postcode N R 1 3 U Y

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 1 General**

All the security created under the Debenture

1 1 1 is created in favour of the Security Trustee as security trustee for each of the Finance Parties,

1 1 2 is created over the present and future assets of the Chargor,

1 1 3 is security for the payment of all the Secured Obligations, and

1 1 4 is made with full title guarantee in accordance with the Law of Property (Miscellaneous Provisions) Act 1994

**1 2 Fixed charges**

The Chargor charges by way of first fixed charge

1 2 1 all estates or interests in any Real Property now or hereafter belonging to it,

1 2 2 all its rights under any agreement relating to the purchase of any freehold or leasehold property,

1 2 3 all its rights under any occupational lease, licence or other right of occupation,

(Please refer to continuation page)

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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).

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### Signature

Please sign the form here

Signature

Signature

X Devan Brittan LLP

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 Kara Gosden

Company name Bevan Brittan LLP

Address Fleet Place House

2 Fleet Place

Holborn Viaduct

Post town London

County/Region

Postcode E C 4 M 7 R F

Country UK

DX

Telephone 0870 194 7919



### 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)**

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## Particulars of a mortgage or charge

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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

- 1 2 4 all plant, machinery, computers, office equipment or vehicles owned by it and its interests in any plant, machinery or other items in its possession,
- 1 2 5 all monies standing to the credit of the Project Accounts and the debts represented by them and all its rights in such accounts,
- 1 2 6 all monies standing to the credit of any account (other than a Project Account and the HoldCo Distribution Account) maintained by it with any person or (to the extent of its interest) in which it has an interest and the debts represented by them and all its rights in such accounts,
- 1 2 7 all of its book debts and other debts, the proceeds of the same and all other moneys due and owing to it and the benefit of all rights, securities and guarantees of any nature enjoyed or held by it in relation to any of the foregoing,
- 1 2 8 all its rights under any Treasury Transaction,
- 1 2 9 its goodwill,
- 1 2 10 its uncalled capital,
- 1 2 11 the Shares,
- 1 2 12 all its right, title and interest in any Investment including all rights which the Chargor may have at any time against any clearance or settlement system or any custodian in respect of any Investment,
- 1 2 13 all its right, title and interest in any Intellectual Property Rights belonging to it or (to the extent of its interest) in which it has an interest, and
- 1 2 14 the benefit of all licences, consents and authorisations (statutory or otherwise) held by it in connection with its business or the use of any Charged Asset specified in any other sub-paragraph of Clause 3 2 of the Debenture and the right to recover and receive all compensation which may be payable to it in respect of them

#### 1 3 Exceptions to fixed security

The fixed security from time to time created by the Debenture does not extend to any asset situated outside England and Wales or the rights to which are governed by any law other than the laws of England and Wales to the extent that and for so long as any such fixed security would be unlawful or ineffective under the laws of the jurisdiction in which such asset is situated

#### 1 4 Assignment by way of security

To the extent not validly and effectively charged by way of first fixed charge pursuant to Clause 3 2 of the Debenture (*Fixed charges*), the Chargor assigns and agrees to assign absolutely all of its right, title and interest in

- 1 3 1 each of the Assigned Documents,
- 1 3 2 all Insurance Policies taken out by it or on its behalf or (to the extent of its interest) in which it has an interest and the right to all claims and returns of premiums in respect of any such Insurance Policies,
- 1 3 3 the benefit of any other agreement to which it is party, any letter of credit issued

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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

in its favour and any bill of exchange or other negotiable instrument held by it,  
and

1 3 4 all related property rights in respect of the above

#### 1 5 Floating charge

The Chargor charges by way of first floating charge the whole of its property (including uncalled capital) comprised from time to time in its property and undertaking and all other property, assets and rights of whatever nature and wherever situated which are not otherwise effectively charged or assigned pursuant to the foregoing provisions of Clause 3 of the Debenture

#### 1 6 Qualifying Floating Charge

Paragraph 14 of Schedule B1 to the Insolvency Act applies to the floating charge created by Clause 3 5 (*Floating charge*) of the Debenture so that the floating charge created by Clause 3 5 (*Floating charge*) of the Debenture shall be a "qualifying floating charge" for the purposes of that Paragraph

#### 1 7 Further assurance

1 7 1 The Chargor will promptly do all such acts and execute all such documents as the Security Trustee may reasonably specify (and in such form as the Security Trustee may reasonably require) to

- (a) perfect or enhance the security created or intended to be created by the Debenture (which may include the execution by any Chargor of a mortgage, charge, assignment or other form of fixed security over all or any of the Charged Assets) or for the exercise of the rights, powers and remedies of the Security Trustee or any Receiver provided by or pursuant to the Debenture or by law,
- (b) confer on the Security Trustee security over any property or 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, and/or
- (c) after the security created by the Debenture has become enforceable pursuant to Clause 10 of the Debenture (*When security becomes enforceable*) facilitate the realisation of the Charged Assets

1 7 2 The obligations of the Chargor under Clause 5 5 of the Debenture (*Further assurance*) are in addition to and not in substitution for the covenants for further assurance deemed to be included herein by virtue of the Law of Property (Miscellaneous Provisions) Act 1994

#### 2 RESTRICTION ON DEALINGS

Save as permitted by the Facilities Agreement, the Chargor will not create or permit to subsist any Security Interest on any part of the Charged Assets or dispose of or otherwise deal with any part of the Charged Assets

#### Definitions

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## Particulars of a mortgage or charge

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Please give the short particulars of the property mortgaged or charged

Short particulars

#### "Account Bank"

means The Royal Bank of Scotland PLC,

#### "Account Bank Agreement"

means the account bank agreement dated on or about the date of the Facilities Agreement between the Borrower, the Chargor, the Account Bank and the Security Trustee together with the Account Mandates (as defined in the Account Bank Agreement) relating to operation of the Project Accounts,

#### "Affiliate"

means, in relation to any person, a Subsidiary of that person or a Holding Company of that person or any other Subsidiary of that Holding Company,

#### "Authorised Investment"

has the meaning given to it in the Account Bank Agreement,

#### "Assets"

means in relation to an Obligor, all or any part of its business, undertaking, property, assets, revenues (including any right to receive revenues) and uncalled capital wherever situated,

#### "Assigned Documents"

means the documents listed in Schedule 1 (Assigned Documents) of the Debenture together with any other documents relating to the Project entered into from time to time by the Chargor,

#### "Authority"

means West Yorkshire Police Authority

#### "Borrower"

means West Yorkshire PFI Operational Training & Accommodation Ltd (registered number 07984599) having its registered office at Interseve House, Ruscombe Park, Twyford, Reading, RG10 9JU,

#### "Borrower Debenture"

means the debenture dated on or about the date of this Agreement creating fixed and floating security over the Assets of the Borrower in favour of the Security Trustee,

#### "Building Contractor"

means Interseve Construction Limited a company incorporated in England with registered number 00303359 and having its registered office at 395 George Road, Erdington, Birmingham B23 7RZ or any person(s) of such time acting as a building contractor under a contract replacing the Building Contract,

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

Please give the short particulars of the property mortgaged or charged

Short particulars

#### "Building Contractor Direct Agreement"

means the direct agreement dated on or about the date of the Facilities Agreement between the Borrower, the Building Contractor, the Building Contractor Guarantor and the Security Trustee in respect of the Building Contract,

#### "Building Contractor Guarantor"

means Interserve Plc a company incorporated in England with registered number 00088456 and having its registered office at Interserve House, Ruscombe Park, Twyford Reading, Berkshire RG10 9JU,

#### "CDM Co-ordinator"

means Rider Levett Bucknall UK Limited or such replacement CDM co-ordinator appointed from time to time by the Borrower with the prior written consent of the Lender,

#### "Charged Assets"

means the assets, rights and undertaking of the Chargor from time to time mortgaged, charged or assigned to the Security Trustee by or pursuant to the Debenture,

#### "Delegate"

means any delegate, agent, attorney or co trustee appointed by the Security Trustee,

#### "Direct Agreements"

means

- (a) the Lender's Direct Agreement,
- (b) the Building Contractor Direct Agreement,
- (c) the FM Contractor Direct Agreement, and
- (d) any other agreement or document which the Lender may from time to time designate as a "Direct Agreement" with the consent of the Borrower,

#### "Facilities Agreement"

means the facilities agreement dated on or around the date of the Debenture between, *inter alia*, the Borrower, the Chargor, the Original Lender and the Security Trustee,

#### "Finance Documents"

means

- (a) the Facilities Agreement,
- (b) the Security Documents,



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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

- (c) the Intercreditor Deed,
- (d) the Account Bank Agreement,
- (e) the Direct Agreements,
- (f) the Lender's Collateral Warranties,
- (g) each other document executed from time to time pursuant to any of the foregoing to which the Borrower and any Finance Party is a party, and
- (h) any other agreement or document which the Lender may from time to time designate as a Finance Document with the prior consent of the Borrower,

#### "Finance Parties "

means the Security Trustee, the Original Lender, any New Lender and any Delegate,

#### "FM Agreement"

means the facilities management contract dated on or about the date of the Facilities Agreement between the FM Contractor and the Borrower,

#### "FM Contractor"

means Interserve (Facilities Management) Limited a company incorporated in England with registered number 03253304 and having its registered office at Capital Tower, 91 Waterloo Road, London SE1 8RT or any person at such time acting as a FM Contractor replacing the FM Contractor,

#### "FM Contractor Direct Agreement"

means the direct agreement dated on or about the date of the Facilities Agreement between the Borrower, the Security Trustee, the FM Contractor and the FM Contractor Guarantor in respect of the FM Agreement,

#### "FM Contractor Guarantee"

means the guarantee dated on or about the date of the Facilities Agreement granted by the FM Contractor Guarantor in favour of the Borrower,

#### "FM Contractor Guarantor"

means Interserve Plc a company incorporated in England with registered number 00088456 and having its registered office at Interserve House, Ruscombe Park, Twyford Reading, Berkshire RG10 9JU or any person(s) at such time acting as a parent company guarantor of the FM Contractor under a guarantee replacing the FM Contractor Guarantee,

#### "HoldCo Debenture"

means the Debenture,

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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

#### "HoldCo Distribution Account "

means the account opened by the Chargor with the Account Bank called the "HoldCo Distribution Account",

#### "Holding Company"

means, in relation to a company or corporation, any other company or corporation in respect of which it is a Subsidiary,

#### "Insolvency Act"

means the Insolvency Act 1986,

#### "Insurance Policies"

means any policy of insurance or assurance in which the Chargor may at any time have an interest,

#### "Intellectual Property Rights"

means

- (a) all patents, trademarks, service marks, designs, business names, copyrights, design rights, moral rights, inventions, confidential information, know how and other intellectual property rights and any interests including by way of licence in any of the foregoing in each case whether registered or not, and
- (b) the benefit of all applications for and rights to use any such assets,

#### "Intercreditor Deed"

means the Intercreditor Deed dated on or around the date of the Debenture between, inter alios, the Borrower, the Chargor, the Original Lender and Security Trustee,

#### "Investment"

means all shares and stock in the capital of any company (other than the Shares), debentures, securities, certificates or deposits, interests in collective investment schemes, warrants, options and any other rights to subscribe for or acquire any such investments hereafter owned by the Chargor or in which the Chargor has an interest (including all Authorised Investments) together in all cases with all Related Rights,

#### "Lender"

means

- (a) the Original Lender, and/or
- (b) any New Lender

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## Particulars of a mortgage or charge

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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

which in each case has not ceased to be a Lender in accordance with the terms of this Agreement

#### "Lender's Collateral Warranties"

means the collateral warranties between the Security Trustee and

(a) the Professional Team, and

(b) the CDM Co-ordinator,

#### "Lender's Direct Agreement"

means the direct agreement dated on or about the date of the Facilities Agreement between the Borrower, the Security Trustee and the Authority in respect of the Project Agreement,

#### "Lender's Group"

means the Lender, the Security Trustee, Aviva plc and any company which is or becomes a Holding Company of any such company or Subsidiary or associate of any such company or Holding Company

#### "New Lender"

Shall have the meaning given to it in clause 27 3 (Assignments and transfers by the Lender) of the Facilities Agreement,

#### "Obligors"

means each of the Chargor and Borrower,

#### "Original Lender"

Aviva Public Private Finance Limited a company registered in England with registered number 02334210 as lender,

#### "Professional Team"

means the architects, structural engineers, mechanical and electrical engineers, and acoustic engineers employed by the Building Contractor and/or the Borrower as appropriate in connection with the Works and any employer's agent employed by the Borrower,

#### "Project"

has the meaning given to it in the Project Agreement

#### "Project Accounts"

means each Project Account (as defined in the Facilities Agreement) in the name of the Chargor,

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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>other than the HoldCo Distribution Account, and includes</p> <p>(a) if there is a change of Account Bank, any account into which all or part of a credit balance from a Project Account is transferred, and</p> <p>(b) any account which is a successor to a Project Account on any re-numbering or re-designation of accounts and any account into which all or part of a balance from a Project Account is transferred for investment or administrative purposes,</p> <p><b>"Project Agreement"</b></p> <p>means the agreement relating to the design, construction of the Works and the servicing and maintenance of the Project dated on or about the date of this Agreement between the Borrower and the Authority for the implementation of the Project</p> <p><b>"Real Property"</b></p> <p>means any present or future freehold or leasehold property in which the Chargor has an interest and includes all buildings and fixtures on that property, the proceeds of sale of any part of that property, any licence, agreement for sale or agreement for lease in relation to that property, the benefit of any covenants for title given or entered into by any predecessor in title of the Chargor in respect of that property and any monies paid or payable in respect of those covenants,</p> <p><b>"Receiver"</b></p> <p>means a receiver or receiver and manager or an administrative receiver of the whole or any part of the Charged Assets, which term will include joint receivers and any substitute receiver, receiver and manager or administrative receiver whether appointed under the Debenture or pursuant to statute,</p> <p><b>"Related Rights"</b></p> <p>means, in relation to any Shares or Investments, all rights derived from those Shares or Investments including rights to dividends, interest and other distributions paid or payable after the date of the Debenture on all or any of those Shares or Investments and all stocks, shares or other securities (and dividends, interest and other distributions thereon) or other rights accruing or offered at any time by way of redemption, bonus, pre-emption or otherwise to or in respect of all or any of those Shares or Investments or in substitution or exchange for all or any of the Shares or Investments,</p> <p><b>"Security Documents"</b></p> <p>(a) the Borrower Debenture,</p> <p>(b) the HoldCo Debenture,</p> <p>(c) all agreements and other documents executed from time to time pursuant to any of the foregoing or otherwise creating or evidencing (or expressing to create or evidence) any security on any of the Assets in respect of the obligations of any Obligor under any of the Finance Documents, and</p> <p>(d) any other agreement or document which the Security Trustee may from time to time designate as a Security Document with the consent of the Chargor</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

#### "Security Interest"

means a mortgage, charge, assignment by way of security, pledge, lien or other security interest securing any obligation of any person or any other agreement or arrangement having a similar effect

#### "Security Trustee"

Aviva Public Private Finance Limited a company registered in England with registered number 02334210 as security trustee for itself and the members of the Lender's Group from time to time,

#### "Shares"

means the shares listed below

Registered owner	Company in which shares held	Registered No.	Class and nominal value of shares	Number of shares
West Yorkshire PFI Operational Training and Accommodation (Holdings) Limited	West Yorkshire PFI Operational Training and Accommodation Limited	07984599	1	£60,000

together with all Related Rights, excluding any Related Rights constituted by the HoldCo Distribution Account,

#### "Subsidiary"

means a subsidiary within the meaning of section 1159 of the Companies Act 2006 and a company shall be treated, for the purposes only of the membership requirement contained in sub-sections 1159(1)(b) and (c), as a member of another company even if its shares in that other company are registered in the name of

- (a) another person (or its nominee) whether by way of security or in connection with the taking of security, or
- (b) its nominee and, in relation to financial statements of the Chargor, a subsidiary undertaking within the meaning of section 1161 of the Companies Act 2006,

#### "Treasury Transaction"

means any derivative transaction entered into in connection with protection against or benefit from

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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

fluctuation in any rate or price,

**"Works"**

has the meaning given to it in the Project Agreement



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

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

**COMPANY NO. 7986307  
CHARGE NO. 1**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES  
HEREBY CERTIFIES THAT A DEBENTURE DATED 24 MAY 2012  
AND CREATED BY WEST YORKSHIRE PFI OPERATIONAL  
TRAINING & ACCOMMODATION (HOLDINGS) LTD FOR  
SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE  
OBLIGORS TO THE FINANCE PARTIES (OR ANY OF THEM) 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 1 JUNE 2012

**GIVEN AT COMPANIES HOUSE, CARDIFF THE 8 JUNE 2012**



*Companies House*  
— for the record —



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES