

MG01

Particulars of a mortgage or charge

Oyez

051103/v

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

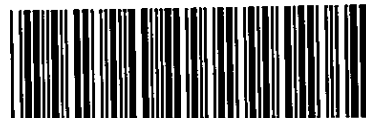
You may use this form to register
particulars of a mortgage or charge
in England and Wales or Northern
Ireland



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

THURSDAY



L1JTA8HC

LD5

18/10/2012

#103

COMPANIES HOUSE

1	Company details	<div><div></div><div></div><div></div></div> <div>For official use</div>
Company number	08170768	
Company name in full	ANCHOR UK BIDCO LIMITED ("New Charging Company")	
		<div>Filling in this form Please complete in typescript or in bold black capitals All fields are mandatory unless specified or indicated by *</div>
2	Date of creation of charge	
Date of creation	01/10/2012	
3	Description	
Description	<p>Please give a description of the instrument (if any) creating or evidencing the charge, e.g. 'Trust Deed', 'Debenture', 'Mortgage', or 'Legal charge'</p> <p>A security accession deed dated 11 October 2012 between the New Charging Company, Full Moon Holdco 3 Limited and The Royal Bank of Scotland plc (the "Security Agent") (the "Security Accession Deed") to a debenture originally dated 3 September 2006 between, amongst others, Full Moon Holdco 3 Limited and The Royal Bank of Scotland plc (the "Debenture")</p>	
4	Amount secured	
Amount secured	<p>Please give us details of the amount secured by the mortgage or charge</p> <p>All money or liabilities due, owing or incurred to any Secured Party by any Charging Company or any other Obligor under any Senior Finance Document, Mezzanine Finance Document or the PIK Facility Agreement as at 3 September 2006 or in the future, in any manner whether actual or contingent, whether incurred solely or jointly with any other person and whether as principal or surety, together with all interest accruing thereon and including all liabilities in connection with any notes, bills or other instruments accepted by any Secured Party for or at the request of an Obligor and all losses incurred by any Secured Party in connection therewith except for any money or liability which, if it were so included, would cause the infringement of section 151 of the Companies Act 1985 (the "Indebtedness").</p>	<div>Continuation page Please use a continuation page if you need to enter more details</div>

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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

Address

5TH FLOOR, 250 BISHOPSGATE, LONDON

Postcode

E C 2 M 4 A A

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 CHARGING CLAUSE

1 1 Fixed Charges

The New Charging Company as continuing security for the payment of the Indebtedness, has charged in favour of the Security Agent with full title guarantee the following assets, both as at 11 October 2012 and in future, from time to time owned by it or in which it has an interest but excluding the Scottish Charged Assets and Scottish Property (if any),
(a) by way of first legal mortgage all freehold and leasehold property together with all buildings and fixtures (including trade fixtures) on that property; and

(b) by way of first fixed charge:

(i) all other interests (not charged under clause 2 3(a) of the Security Accession Deed, as set out in clause 1 1(a) above) in any freehold or leasehold property, the buildings and fixtures (including trade fixtures) on that property, all proceeds of sale derived therefrom and the benefit of all warranties and covenants given in respect thereof and all licences to enter upon or use land and the benefit of all other agreements relating to land,

(ii) all plant, machinery, vehicles, computers, office and other equipment and the benefit of all contracts, licences and warranties relating thereto;

(iii) all Book Debts and all rights and claims against third parties and against any security in respect of Book Debts,

(iv) all debts and monetary claims (other than Book Debts) and all rights against third parties in respect of such debts and claims,

(v) all the Subsidiary Shares and Investments and all corresponding Distribution Rights;

(vi) all monies standing to the credit of its accounts (including the Collection Accounts, the Cash Collateral Accounts and the Nominated Accounts) with any bank, financial institution or other person and all rights related to those accounts;

(vii) all its Intellectual Property rights;

(Continued on Continuation Page 1)

(All capitalised terms are defined in Continuation Pages 4-6)




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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 <ul style="list-style-type: none"> - 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		
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	Signature Please sign the form here <div style="border: 1px solid black; padding: 5px; text-align: center;"> <i>X Freshfields Buckhaus Derriger LLP X</i> </div> 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	Charlotte Callewaert
Company name	Freshfields Bruckhaus Deringer LLP
Address	
65 Fleet Street	
London	
England	
Post town	United Kingdom
Country/Region	
Postcode	E C 4 Y 1 H S
Country	
DX	DX 23 London/Chancery Lane
Telephone	020 7936 4000
 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	
<input type="checkbox"/> The company name and number match the information held on the public Register	
<input type="checkbox"/> You have included the original deed with this form	
<input type="checkbox"/> You have entered the date the charge was created	
<input type="checkbox"/> You have supplied the description of the instrument	
<input type="checkbox"/> You have given details of the amount secured by the mortgagee or chargee	
<input type="checkbox"/> You have given details of the mortgagee(s) or person(s) entitled to the charge	
<input type="checkbox"/> You have entered the short particulars of all the property mortgaged or charged	
<input type="checkbox"/> You have signed the form	
<input type="checkbox"/> 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 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>(viii) the benefit of all consents and agreements held by it in connection with the use of any of its assets;</p> <p>(ix) its goodwill and uncalled capital; and</p> <p>(x) if not effectively assigned by clause 2.5 (Security Assignment) of the Security Accession Deed, as set out in clause 1.3 below, all its rights and interests in (and claims under) the Assigned Agreements</p> <p>1.2 Floating Charge</p> <p>As further security for the payment of the Indebtedness, the New Charging Company has charged with full title guarantee (to the extent applicable to the Scottish Charged Assets and/or Scottish Property) (save that full title guarantee shall not apply in respect of assets situated in Scotland) in favour of the Security Agent by way of first floating charge all its assets as at 11 October 2012 and in future not effectively charged by way of first fixed charge under clause 2.3 (Fixed Charges) of the Security Accession Deed, as set out in clause 1.1 above or assigned under clause 2.5 (Security Assignment) of the Security Accession Deed, as set out in clause 1.3 below, (to the extent applicable to the Scottish Charged Assets or Scottish Property), including without prejudice to the generality of the foregoing within the first floating charge, including the Scottish Property and Scottish Charged Assets and including property and all other assets in Scotland, irrespective of whether the same is secured by first fixed charge or standard security or otherwise (any such standard security ranking in priority to the floating charge)</p> <p>1.3 Security Assignment</p> <p>(a) As further security for the payment of the Indebtedness, the New Charging Company has assigned absolutely with full title guarantee to the Security Agent all its rights, title and interest in the Assigned Agreements, provided that on payment or discharge in full of the Indebtedness the Security Agent will at the request and cost of the New Charging Company promptly reassign the Assigned Agreements to the New Charging Company (or as it shall direct)</p> <p>(b) Until the occurrence of Declared Default, but subject to clause 8.7 (Assigned Agreements) of the Debenture, the New Charging Company may continue to deal with the counterparties to the relevant Assigned Agreements and the Security Agent shall not exercise any such rights or deal with such title or interests until the occurrence of a Declared Default.</p> <p>1.4 Conversion of Floating Charge</p> <p>If</p> <p>(a) a Declared Default has occurred, or</p> <p>(b) the Security Agent is of the view (acting reasonably) that any legal process or execution is being enforced against any Floating Charge Asset or that any Floating Charge Asset is in danger of being seized or otherwise in jeopardy,</p> <p>the Security Agent may, by notice to the New Charging Company, convert the floating charge created under the Debenture into a fixed charge as regards those assets which it specifies in the notice. The New Charging Company shall promptly execute a fixed charge or legal assignment over those assets in the form which the Security Agent reasonably requires, but on terms no more onerous to the New Charging Company than the Debenture</p> <p>(Continuation Page 1 of 6)</p> <p>(Continued on Continuation Page 2 of 6)</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>1.5 Automatic Conversion of Floating Charge If the New Charging Company creates (or purports to create) any Security (except as permitted by the Senior Facilities Agreement, the Mezzanine Facility Agreement or the PIK Facility Agreement or with the prior consent of the Security Agent) on or over any Floating Charge Asset without the prior consent in writing of the Security Agent, or if any third party levies or attempts to levy any distress, attachment, execution or other legal process against any Floating Charge Asset, the floating charge created under the Debenture will automatically (without notice) and immediately be converted into a fixed charge over the relevant Floating Charge Asset</p> <p>2. Negative Pledge and Disposal Restrictions The New Charging Company may not (a) create or agree to create or permit to subsist any Security over all or any part of the Charged Property, (b) sell, transfer, lease out, lend or otherwise dispose of all or any part of the Charged Property (other than Floating Charge Assets on arm's length terms in the ordinary course of trading) 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 Property, except as permitted by the Senior Facilities Agreement, the Mezzanine Facility Agreement and the PIK Facility Agreement or with the prior consent of the Security Agent.</p> <p>3. Further Assurance</p> <p>3.1 General (a) Subject to the Agreed Security Principles, the New Charging Company will, at its own expense, promptly following request by the Security Agent do all such acts or execute all such documents (including assignments, transfers, mortgages, charges notices and instructions) as the Security Agent may reasonably specify (and in such form as the Security Agent may reasonably require in favour of the Security Agent or its nominee(s) (i) to perfect the Security created or intended to be created under or evidenced by the Debenture (which may include the execution of a mortgage, charge, assignment or other Security over all or any of the assets which are, or are intended to be, the subject of the Debenture) or for the exercise of any rights, powers and remedies of the Security Agent or the Secured Parties provided by or pursuant to the Debenture or by law; (ii) to confer on the Security Agent or confer on the Secured Parties Security over any property and assets of the New Charging Company located in any jurisdiction equivalent or similar to the Security intended to be conferred by or pursuant to the Debenture, and/or (iii) after a Declared Default has occurred to facilitate the realisation of the assets which are, or are intended to be, the subject of the Debenture.</p> <p>(Continuation Page 2 of 6) (Continued on Continuation Page 3 of 6)</p>

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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

(b) Subject to the Agreed Security Principles, the New Charging Company shall take all such action as is available to it (including making all filings and registrations) as may be necessary for the purpose of the creation, perfection, protection or maintenance of any Security conferred or intended to be conferred on the Security Agent or in the Secured Parties by or pursuant to the Debenture

(c) Any security document required to be executed by the New Charging Company under clause 5.1 of the Debenture, as set out in clause 3.1 above will contain clauses corresponding to and no more onerous than the provisions set out in the Debenture

SCHEDULES

Schedule 1 - Charging Companies

Name	Registered Number
Full Moon Holdco 3 Limited	5893847
Full Moon Holdco 4 Limited	5893849
Full Moon Holdco 5 Limited	5893854
Full Moon Holdco 6 Limited	5893977

Schedule 2 - Details of Properties

Registered Land	None as at 11 October 2012
Unregistered land	None as at 11 October 2012

Schedule 3 - Subsidiary Shares

None as at 11 October 2012

Schedule 4 - Intellectual Property

None as at 11 October 2012

Schedule 5 - Bank Accounts

Bank	Customer Name	Account Number	Sort Code
Royal Bank of Scotland	Anchor UK Bidco Limited	64300994	011001

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6	Short particulars of all the property mortgaged or charged	
Short particulars	Please give the short particulars of the property mortgaged or charged	<p>"Agreed Security Principles" means the agreed security principles as set out in Schedule 9 to the Senior Facilities Agreement;</p> <p>"Assigned Agreements" means the Acquisition Documents and the Hedging Agreements (as both such terms are defined in the Senior Facilities Agreement) and any other agreement designated as an Assigned Agreement by the Parent and the Security Agent;</p> <p>"Book Debts" means all book and other debts arising in the ordinary course of trading;</p> <p>"Borrower" means Full Moon Holdco 6 Limited (CRN:5893977),</p> <p>"Cash Collateral Accounts" means the Cash Collateral Accounts as defined in the Senior Facilities Agreement, the Mezzanine Facility Agreement and the PIK Facility Agreement;</p> <p>"Charged Property" means the assets mortgaged, charged or assigned to the Security Agent by the Debenture,</p> <p>"Charging Companies" means the Parent, each of the companies in schedule 1 to the Debenture, as set out in schedule 1 hereto, and each company which grants security over its assets in favour of the Security Agent by executing a Security Accession Deed;</p> <p>"Collection Accounts" means the accounts of the Company set out in Schedule 5 to the Debenture and/or such other accounts as the Company and the Security Agent shall agree or (following the occurrence of a Declared Default) as the Security Agent shall specify,</p> <p>"Declared Default" means an Event of Default which has resulted in the Facility Agent exercising any of its rights under clause 27.21 (Acceleration) of the Senior Facilities Agreement or the Mezzanine Facility Agent exercising any of its rights under clause 24.21 (Acceleration) of the PIK Facility Agreement;</p> <p>"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, benefits and advantages of all kinds 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);</p> <p>"Events of Default" means Events of Default as defined in the Senior Facilities Agreement, the Mezzanine Facility Agreement and the PIK Facility Agreement;</p> <p>"Facility Agent" means The Royal Bank of Scotland plc;</p> <p>"Finance Documents" means the Senior Finance Documents, the Mezzanine Finance Documents and the PIK Finance Documents,</p> <p>"Floating Charge Asset" means an asset charged under clause 3.2 (Floating Charge) of the Debenture, as set out in clause 1 2 hereto,</p> <p>"Group" means the Parent and each of its Subsidiaries from time to time,</p> <p>"Group Company" means a member of the Group;</p> <p>"Insurances" means all policies of insurance (if any) and all proceeds of them as at 11 October 2012 or in the future held by, or written in favour of, the Company or in which it is otherwise interested, but excluding any third party liability or public liability insurance and any directors and officers insurance,</p> <p>(Continuation Page 4 of 6)</p> <p>(Continued on Continuation Page 5 of 6)</p>

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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	<p>"Intellectual Property" means:</p> <p>(a) any patents, trade marks, service marks, designs, business names, copyrights, design rights, moral rights, inventions, confidential information, know-how and other intellectual property rights and interests, whether registered or unregistered; and</p> <p>(b) the benefit of all applications and rights to use such assets of each Group Company</p> <p>"Intercreditor Agreement" means the intercreditor deed dated 3 September 2006 and made between, amongst others, the Parent, the other Obligors, the Original Lenders, the Mezzanine Lenders (as defined in the Intercreditor Agreement), the PIK Lenders (as defined in the Intercreditor Agreement), the borrowers and lenders of the Restricted Holdco Debt (as defined within), the borrower of the Mezzanine Facility and the borrower of the PIK Facility and certain others,</p> <p>"Investment" means any stock, share, debenture, loan stock, security, interest in any investment fund and any other comparable investment (whether or not marketable) whether owned directly by or to the order of the Company or by any trustee, fiduciary or clearance system on its behalf (including, unless the context otherwise requires, the Subsidiary Share);</p> <p>"Mezzanine Facility Agent" means RBS Mezzanine Limited,</p> <p>"Mezzanine Facility Agreement" means the mezzanine facility agreement dated 3 September 2006 (as the same may be amended, restated or novated from time to time) entered into between, amongst others, Full Moon Holdco 5 Limited, Barclays Bank PLC and The Royal Bank of Scotland plc as mezzanine lenders, Barclays Capital (the investment banking division of Barclays Bank PLC) and The Royal Bank of Scotland plc as mandated lead arrangers, RBS Mezzanine Limited as mezzanine facility agent and The Royal Bank of Scotland plc as mezzanine security agent, under which the mezzanine lenders have made available £75,000,000 of mezzanine facilities to Full Moon Holdco 5 Limited,</p> <p>"Mezzanine Finance Documents" has the meaning given to that term in the Mezzanine Facility Agreement,</p> <p>"Mezzanine Finance Parties" has the meaning given to that term in the Mezzanine Facility Agreement,</p> <p>"Mezzanine Lenders" has the meaning given to that term in the Mezzanine Facility Agreement;</p> <p>"Nominated Accounts" means such account as the Security Agent may nominate,</p> <p>"Obligors" means Obligors as such term is defined in the Senior Facilities Agreement, the Mezzanine Facility Agreement and the PIK Facility Agreement,</p> <p>"Other Debts" means the debts and claims identified in clause 3.1(b) (iv) of the Debenture and set out in clause 1.1(b) (iv) hereto;</p> <p>"Parent" means Full Moon Holdco 3 Limited, a company incorporated in England and Wales with registered number 5893847,</p> <p>"PIK Facility Agent" means RBS Mezzanine Limited,</p> <p>(Continuation Page 5 of 6)</p> <p>(Continued on Continuation Page 6 of 6)</p>

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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	<p>"PIK Facility Agreement" means the PIK facility agreement dated 3 September 2006 (as the same may be amended, restated or novated from time to time), entered into between, amongst others, Barclays Bank PLC and The Royal Bank of Scotland plc as PIK lenders, Barclays Capital (the investment banking division of Barclays Bank PLC) and The Royal Bank of Scotland plc as mandated lead arrangers, RBS Mezzanine Limited as PIK Facility Agent and The Royal Bank of Scotland plc as security agent, under which the PIK lenders have made available £50,000,000 of facilities to Full Moon Holdco 4 Limited,</p> <p>"PIK Finance Documents" has the meaning given to that term in the PIK Facility Agreement;</p> <p>"PIK Finance Parties" has the meaning given to that term in the PIK Facility Agreement;</p> <p>"PIK Lenders" has the meaning given to that term in the PIK Facility Agreement;</p> <p>"Receiver" means a receiver and manager or (if the Security Agent so specifies in the relevant appointment) receiver in each case appointed under the Debenture;</p> <p>"Scottish Charged Assets" means the New Charging Company's whole undertaking, property (including uncalled capital), assets, rights whatsoever both present and future in Scotland;</p> <p>"Scottish Property" means the heritable and leasehold property of the New Charging Company's situated in Scotland;</p> <p>"Secured Parties" means the Senior Finance Parties, the Mezzanine Finance Parties and the PIK Finance Parties,</p> <p>"Security" 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>"Senior Facilities Agreement" means the senior facilities agreement dated 3 September 2006 (as the same may be amended, restated or novated from time to time) entered into, amongst others, Full Moon 6 Limited, Barclays Bank PLC and The Royal Bank of Scotland plc as mandated lead arrangers, The Royal Bank of Scotland plc as facility agent and security agent, under which the lenders have made available £448,235,000 of facilities to Full Moon Holdco 6 Limited,</p> <p>"Senior Finance Documents" has the meaning given to that term in the Senior Facilities Agreement;</p> <p>"Senior Finance Parties" has the meaning given to that term in the Senior Facilities Agreement,</p> <p>"Senior Lenders" means the Lenders as defined in the Senior Facilities Agreement;</p> <p>"Subsidiaries" means a subsidiary within the meaning of section 736 of the Companies Act 1985, and</p> <p>"Subsidiary Shares" means all shares owned by the New Charging Company in its Subsidiaries (including but not limited to, the shares set out in Schedule 3 to the Debenture, as set out in schedule 3 hereto.</p> <p>(Continuation Page 6 of 6)</p>	



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

**COMPANY NO. 8170768
CHARGE NO. 1**

**THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A SECURITY ACCESSION DEED
DATED 11 OCTOBER 2012 AND CREATED BY ANCHOR UK
BIDCO LIMITED FOR SECURING ALL MONIES DUE OR TO
BECOME DUE FROM ANY CHARGING COMPANY OR ANY
OTHER OBLIGOR TO ANY SECURED PARTY 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 18 OCTOBER 2012**

**GIVEN AT COMPANIES HOUSE, CARDIFF THE 23 OCTOBER
2012**

