

63113/13.
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 register
particulars of a charge on a
company. To do this, use
form MG01s

TUESDAY



LD5

L1N2XUWZ

04/12/2012

#25

COMPANIES HOUSE

ase
uk

1 Company details

Company number 0 8 2 4 4 7 1 3

Company name in full Yankee Midco Limited (the "Company")

4 For official use

→ **Filing 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 d3 d0 m1 m1 y2 y0 y1 y2

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 The security agreement dated 30 November 2012 (the "**Debenture**") and made between, among
others, the Company as chargor and Investec Bank plc as security agent (the "**Security Agent**") as
agent and trustee for itself and the other Secured Parties

Please see attached continuation pages for defined terms

4 Amount secured

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

Amount secured All present and future moneys, obligations and liabilities owed by any Obligor to the
Finance Parties, whether actual or contingent and whether owed jointly or severally,
as principal or surety and/or in any other capacity whatsoever, under or in connection
with the Finance Documents (the "**Secured Liabilities**")

References in the Debenture to the Secured Liabilities shall be construed in relation
to the Finance Documents so as to include (i) any increase or reduction in any
amount made available thereunder and/or any alteration and/or addition to the
purposes for which any such amount, or increased or reduced amount, may be used,
(ii) any ancillary facilities provided in substitution for or in addition to the facilities
originally made available thereunder, (iii) any rescheduling of the indebtedness
incurred thereunder whether in isolation or in connection with any of the foregoing and
(iv) any combination of any of the foregoing

The Debenture secures further advances made under or pursuant to the terms of the
Finance Documents

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

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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 Investec Bank plc as security agent

Address 2 Gresham Street

London

Postcode E C 2 V 7 Q P

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 As specified in Part I of the continuation pages, together with the covenants and restrictions set out in Part II of the continuation pages

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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

- 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 Macfarlanes LLP X

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

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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 Lizzie Fielding

Company name Macfarlanes LLP

Address 20 Cursitor Street

Post town

County/Region London

Postcode E C 4 A 1 L T

Country UK

DX DX No 138 Chancery Lane

Telephone +44 (0)20 7831 9222



Certificate

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



Checklist

We may return forms completed incorrectly or with information missing

Please make sure you have remembered the following:

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



Important information

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



How to pay

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

Make cheques or postal orders payable to 'Companies House'



Where to send

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

For companies registered in England and Wales:

The Registrar of Companies, Companies House,
Crown Way, Cardiff, Wales, CF14 3UZ
DX 33050 Cardiff

For companies registered in Scotland

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

For companies registered in Northern Ireland:

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



Further information

For further information, please see the guidance notes on the website at www.companieshouse.gov.uk 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><i>Part 1 – Property mortgaged or charged</i></p> <p>1 As a continuing security for the payment or discharge of the Secured Liabilities, the Company with full title guarantee</p> <p>1 1 granted to the Security Agent (as trustee for itself and the other Secured Parties), a charge by way of legal mortgage over all its Material Properties which are listed in schedule 2 to the Debenture,</p> <p>1 2 charged to the Security Agent (as trustee for itself and the other Secured Parties), by way of first fixed charge, all its</p> <p>1 2 1 Properties acquired by it after the date of the Debenture,</p> <p>1 2 2 Property Interests,</p> <p>1 2 3 Equipment,</p> <p>1 2 4 Securities,</p> <p>1 2 5 Intellectual Property,</p> <p>1 2 6 Insurance Policies,</p> <p>1 2 7 Debts,</p> <p>1 2 8 Accounts,</p> <p>1 2 9 Pension Fund Interests,</p> <p>1 2 10 Goodwill and Uncalled Capital, and</p> <p>1 2 11 rights, title and interest to any agreement, licence, consent or authorisation relating to its business at any time not otherwise mortgaged, charged or assigned pursuant to paragraphs 1 1-1 4 inclusive</p> <p>1 3 assigned to the Security Agent (as trustee for itself and the other Secured Parties) absolutely, subject to a proviso for reassignment on redemption, all of its right, title and interest in and to the Insurance Policies, and</p> <p>1 4 assigned to the Security Agent (as trustee for itself and the other Secured Parties) absolutely, subject to a proviso for reassignment on redemption, the benefit of the Assigned Agreements to which it is a party or an addressee and any claims arising under any of the same, and the benefit of any guarantee or security for the performance of the Assigned Agreements</p> <p>2 As a continuing security for the payment or discharge of the Secured Liabilities, the Company with full title guarantee charged to the Security Agent (as trustee for itself and the other Secured Parties), by way of first floating charge, (a) all of its undertaking and assets at any time not effectively mortgaged, charged or assigned pursuant to paragraphs 1 1-1 4 inclusive above and (b) all its assets situated in Scotland</p> <p>The Debenture provides that on the occurrence of any of certain specified events the floating charge created by it will automatically and immediately (without notice) be converted into a fixed charge over the relevant asset subject to that floating charge</p> <p>The Debenture also provides that if any of certain specified events occurs the Security Agent may at</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

any time thereafter, by notice to the Company, convert the floating charge created by the Debenture with immediate effect into a fixed charge over all or any of the floating charge assets specified in such notice

Any asset acquired by the Company after any conversion of the floating charge created under the Debenture as described in the preceding two paragraphs which but for such conversion would be subject to a floating charge shall, (unless the Security Agent confirms in writing to the contrary) be charged to the Security Agent (as trustee for itself and the other Secured Parties) by way of first fixed charge

Sched B1 para 14 Insolvency Act 1986 (as inserted by s 248 of, and Sched 16 Enterprise Act 2002) applies to the floating charge created by the Debenture

There is excluded from the fixed security created by the Debenture as described in paragraphs 1 1-1 4 inclusive, any leasehold property held by the Company under a lease which precludes either absolutely or conditionally (including requiring the consent of any party other than a party in respect of which the Company has a Controlling Interest) the Company from creating any charge over its leasehold interest in that property (each an "Excluded Property") until the relevant condition or waiver has been satisfied or obtained For each Excluded Property, the Company has undertaken to

(A) (i) where the Excluded Property is a Material Property, apply for the relevant consent or waiver of prohibition or conditions within ten Business Days of the date of the Debenture (in relation to Excluded Property owned at the date of the Debenture) or within ten Business Days of the Company acquiring the Excluded Property (if otherwise) and use all reasonable endeavours to obtain that consent or waiver of prohibition as soon as possible, or

(ii) where the lease relating to the Excluded Property provides that the relevant party will not unreasonably withhold its consent to the Company charging its interest in the relevant Excluded Property, apply for the relevant consent or waiver of prohibition or conditions within ten Business Days of the date of the Debenture (in relation to Excluded Property owned at the date of the Debenture) or within ten Business Days of the Company acquiring the Excluded Property (if otherwise) and use all reasonable endeavours to obtain that consent or waiver of prohibition as soon as possible, or

(iii) where the Excluded Property is neither a Material Property nor provides that the relevant third party will not unreasonably withhold its consent to the Company charging its interest in the relevant Excluded Property, apply for the relevant consent or waiver of prohibition or conditions within ten Business Days of a request from the Security Agent to do so (which request may only be delivered when an Event of Default has occurred and is continuing) and thereafter use all reasonable endeavours to obtain that consent or waiver of prohibition as soon as possible,

(B) upon request, keep the Security Agent informed of its progress in obtaining such consent or waiver, and

(C) promptly (and in any event within five Business Days) of receipt of such consent or waiver, provide the Security Agent with a copy

Immediately upon receipt of the relevant waiver or consent, the relevant formerly Excluded Property shall stand charged to the Security Agent (as trustee for itself and the other Secured Parties) by way of security as described in paragraphs 1 1-1 4 above If reasonably required by the Security Agent at any time following receipt of that waiver or consent, the Company agreed that it will within ten Business Days of such request, execute a further valid fixed charge in such form as the Security Agent shall reasonably require (and on terms no more onerous than those in the Debenture)

There is excluded from the fixed security created by the Debenture as described in paragraphs 1 1-

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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

1.4 inclusive, any Intellectual Property in which the Company has an interest under any licence or other agreement or arrangement which precludes either absolutely or conditionally (including requiring the consent of any party other than a party in respect of which the Company has a Controlling Interest) the Company from creating any charge over its interest in that Intellectual Property (each an "**Excluded Intellectual Property**") until the relevant condition or waiver has been satisfied or obtained. For each Excluded Intellectual Property, the Company has undertaken to:

(A) (i) where the relevant documentation relating to the Excluded Intellectual Property provides that the relevant party will not unreasonably withhold its consent to the Company charging its interest in the relevant Excluded Intellectual Property, apply for the relevant consent or waiver of prohibition or conditions within ten Business Days of the date of the Debenture (in relation to Excluded Intellectual Property owned at the date of the Debenture) or within ten Business Days of the Company acquiring the Excluded Intellectual Property (if otherwise) and use all reasonable endeavours to obtain that consent or waiver of prohibition as soon as possible, or

(ii) where the relevant documentation relating to the Excluded Intellectual Property does not provide that the relevant third party will not unreasonably withhold its consent to the Company charging its interest in the relevant Excluded Intellectual Property, apply for the relevant consent or waiver of prohibition or conditions within ten Business Days of a request from the Security Agent to do so (which request may only be delivered when an Event of Default has occurred and is continuing) and thereafter use all reasonable endeavours to obtain that consent or waiver of prohibition as soon as possible,

(B) upon request, keep the Security Agent informed of its progress in obtaining such consent or waiver, and

(C) promptly (and in any event within five Business Days) of receipt of such consent or waiver, provide the Security Agent with a copy

Immediately upon receipt of the relevant waiver or consent, the relevant formerly Excluded Intellectual Property shall stand charged to the Security Agent (as trustee for itself and the other Secured Parties) by way of security as described in paragraphs 1.1-1.4 above. If reasonably required by the Security Agent at any time following receipt of that waiver or consent, the Company agreed that it will within ten Business Days of such request, execute a further valid fixed charge in such form as the Security Agent shall reasonably require (and on terms no more onerous than those in the Debenture)

Part II – relevant restrictions and covenants

2.1 Pursuant to the Debenture, the Company covenanted with the Security Agent that it will not at any time during the Security Period except as permitted by, and in accordance with, the terms of the Facility Agreement

2.1.1 create or permit to subsist any Security on or in relation to the Charged Assets other than Permitted Security or as a result of a Permitted Transaction, or

2.1.2 enter into a single transaction or a series of transactions (whether related or not) and whether voluntary or involuntary to sell, lease, transfer, surrender or otherwise dispose of or cease to exercise control of all, or part of any interest in any Charged Assets other than by way of a Permitted Disposal or pursuant to a Permitted Transaction

2.2 Subject to the Agreed Security Principles, the Company is required, promptly upon request by the Security Agent or any Receiver or Administrator, at its own expense, take whatever

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Please give the short particulars of the property mortgaged or charged

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action the Security Agent or a Receiver or Administrator may reasonably require for

2 2 1 creating, perfecting or protecting any security intended to be created by or pursuant to the Debenture,

2 2 2 after the Debenture has become enforceable, facilitating the realisation of any Charged Asset,

2 2 3 exercising any right, power or discretion conferred on the Security Agent, or any Receiver or any Administrator or any of their respective delegates or sub-delegates in respect of any Charged Asset, or

2 2 4 creating and perfecting security in favour of the Security Agent (equivalent to the security intended to be created by the Debenture and on terms no more onerous than those provided for in the Debenture) over any assets of the Company located in any jurisdiction outside England and Wales

This includes

- (a) the re-execution of the Debenture,
- (b) the execution of any legal mortgage, charge, transfer, conveyance, assignment or assurance of any property, whether to the Security Agent or to its nominee, and
- (c) the giving of any notice, order or direction and the making of any filing or registration,

which, in any such case, the Security Agent (acting reasonably) (or the Receiver or Administrator, as appropriate) may think expedient

Definitions

In this form MG01

Accounts all accounts (including any Designated Accounts), and all moneys from time to time standing to the credit (including any interest thereon) of such accounts and all rights in relation thereto, with any bank or financial institution in any jurisdiction now or at any time hereafter (and from time to time) owned, operated or held by the Company or in which the Company has an interest,

Acquisition Documents the acquisition agreements in relation to the shares of Nature Delivered Limited, certain other acquisition-related documents specified as such in the Facility Agreement and other document designated as an "Acquisition Document" by the Security Agent and the Company and Investec Bank plc as agent,

Administrator a person appointed in accordance with Sched B1 Insolvency Act 1986 to manage the Company's affairs, business and property,

Agent Investec Bank plc (or any replacement),

Agreed Security Principles the principles in respect of security which are set out in schedule 14 to the Facility Agreement,

Arranger Investec Bank plc (or any replacement),

Assigned Agreements the Acquisition Documents and the Intra-Group Loan Agreement,

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Short particulars	<p>Business Days a day (other than a Saturday or Sunday) on which banks are open for general business in London,</p> <p>Charged Assets all the assets for the time being subject to the Security created by the Debenture (and references to the Charged Assets include references to any part of them),</p> <p>Controlling Interest the power (whether by ownership of shares, proxy, contract or otherwise) to procure that all consents, waivers, approvals, permissions and amendments to the articles of association or other constitutional documents of a Securities Issuer which are necessary for the transfer of the Securities to the Security Agent or its nominee or to a purchaser on enforcement of the Debenture are obtained and granted,</p> <p>Debts all book and other debts, of any kind whatsoever now or at any time hereafter (and from time to time) due, owing or payable to the Company or in which the Company has an interest and the proceeds of the same, including the benefit of any judgement or order to pay a sum of money, and the benefit of all rights, securities and guarantees of any nature enjoyed or held by it in relation to the same,</p> <p>Delegate any delegate, agent, attorney or co-trustee appointed by the Security Agent,</p> <p>Designated Accounts each Mandatory Prepayment Account (as defined in the Facility Agreement) and each Holding Account (as defined in the Facility Agreement) from time to time including the accounts expressly designated by the Debenture or schedule 2 to any deed of accession to the Debenture,</p> <p>Equipment all equipment, plant, machinery, tools, vehicles, furniture and other tangible moveable property now or at any time hereafter (and from time to time) owned by the Company, and any part thereof, together with the benefit of all contracts and warranties relating to the same,</p> <p>Event of Default any event or circumstance specified as such in the Facility Agreement,</p> <p>Facility Agreement the £12,500,000 facility agreement dated 30 November 2012 and made between, among others, the Company and the Security Agent,</p> <p>Finance Documents the Finance Documents (as such term is defined in the Facility Agreement),</p> <p>Finance Parties the Agent, the Arranger, a Hedge Counterparty, a Lender and the Security Agent,</p> <p>Goodwill all goodwill now or at any time hereafter (and from time to time) of or in the Company,</p> <p>Hedge Counterparty any entity which has become a party to the Facility Agreement as a "hedge counterparty" in accordance with the provisions of the Facility Agreement and which is or has become a party to the Intercreditor Agreement as a "hedge counterparty" in accordance with the provisions of the Intercreditor Agreement,</p> <p>Insurance Policies all contracts and policies of insurance or assurance and all moneys payable under or pursuant to such policies, now or at any time hereafter (and from time to time) taken out by or on behalf of the Company or (to the extent of its interest) in which the Company has an interest (including all present and future Key-Man Policies) but excluding, in each case, directors and officers insurance and other contracts and policies of insurance or assurance which relate to liabilities to third parties,</p> <p>Intellectual Property all interests in respect of any patent (including supplementary protection certificates), trade mark, service mark, trade name, registered design, design right, copyright, know-how, utility model, topographical or similar right, moral right, invention, confidential information, trade</p>

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Short particulars

secret, database right, right in passing off and any other right in intellectual property subsisting anywhere in the world in any of the foregoing whether registered or unregistered and in each case, any registrations, extensions, renewals or applications of or for the same, now or at any time hereafter (and from time to time) owned or held by the Company or (to the extent of its interest) in which the Company has an interest,

Intercreditor Agreement the intercreditor agreement dated 30 November 2012 and made between, among others, the Company and the Security Agent,

Intra-Group Loan Agreement the loan facility letter dated on or about the date of the Debenture and made between the Company (as lender) and Yankee Acquisitions Limited (as borrower),

Key-Man Policies certain key-man life assurance policies taken out and maintained by any Obligor in respect of the death or disability or critical illness of a certain individual specified in the Facility Agreement,

Lender Investec Bank plc as original lender and any bank, financial institution, trust, fund or other entity which has become a Party as a Lender in accordance with the provisions of the Facility Agreement,

Material Property any Property which is a freehold property with a value exceeding £100,000 or a leasehold property that has a capital value of over £100,000 and an unexpired term of more than ten years,

Obligor Yankee Acquisitions Limited as borrower or a Guarantor (as defined in the Facility Agreement),

Pension Fund Interests all interests and rights now or at any time hereafter (and from time to time) owned or held by the Company in relation to any pension fund,

Permitted Disposal a Permitted Disposal (as such term is defined in the Facility Agreement),

Permitted Security a Permitted Security (as such term is defined in the Facility Agreement),

Permitted Transaction a Permitted Transaction (as such term is defined in the Facility Agreement),

Properties all estates or interests in any freehold and leasehold properties (whether registered or unregistered) and all commonhold or other immoveable properties now or at any time hereafter (and from time to time) owned by the Company,

Property Interests all interests in or over the Properties and all rights, licences, guarantees, rents, deposits, contracts, covenants and warranties relating to the Properties, in each case, now or at any time hereafter (and from time to time) owned or held by the Company,

Receiver a person appointed by the Security Agent to be a receiver or receiver and manager or (if permitted by law) an administrative receiver of all or any part of the Charged Assets of the Company,

Secured Parties the Finance Parties and any Receiver or Delegate,

Securities Issuer the issuer of any Securities,

Securities all stocks, shares, loan capital, securities, bonds and investments of any kind whatsoever (whether or not marketable) now or at any time hereafter (and from time to time) owned by the Company, or in which the Company has an interest, together with all allotments offered or arising in respect thereof or incidental thereto and all stocks, shares, loan capital, securities, bonds,

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Short particulars	<p>investments, rights, income, money or property accruing, deriving, offered or paid from time to time by way of dividend, distribution, interest, exchange, capital reorganisation, conversion, redemption, bonus, rights, preference, option or otherwise in respect thereof,</p> <p>Security Period the period starting on the date of the Debenture and ending on the date on which the Secured Liabilities have been unconditionally and irrevocably paid and discharged in full,</p> <p>Security 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>Uncalled Capital all the uncalled capital now or at any time hereafter (and from time to time) of the Company,</p> <p>A reference to any freehold, leasehold or commonhold property includes</p> <ul style="list-style-type: none"> (a) all buildings and fixtures (including trade and tenant's fixtures) owned by the Company which are at any time situated on that property, (b) the proceeds of sale of any part of that property, and (c) the benefit of any covenants for title given or entered into by any predecessor in title of the Company in respect of that property or any monies paid or payable in respect of those covenants 	



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

**COMPANY NO. 8244713
CHARGE NO. 1**

**THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A SECURITY AGREEMENT DATED 30
NOVEMBER 2012 AND CREATED BY YANKEE MIDCO LIMITED
FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM
ANY OBLIGOR TO 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 4 DECEMBER 2012**

**GIVEN AT COMPANIES HOUSE, CARDIFF THE 6 DECEMBER
2012**



Companies House



**THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES**