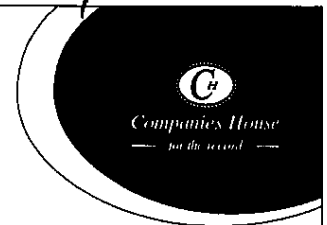


MG01

Particulars of a mortgage or charge

225547/26



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 in favour of
a company. To do this, use form
MG01s

TUESDAY



A22 12/02/2013 #112
COMPANIES HOUSE

1 Company details

Company number 0 0 1 2 0 0 0 2

Company name in full J E BEALE PUBLIC LIMITED COMPANY (the "Chargor")

For official use
10
→ **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 d 0 d 1 m 0 m 2 y 2 y 0 y 1 y 3

3 Description

Please give a description of the instrument (if any) creating or evidencing the
charge, e.g. 'Trust Deed', 'Debenture', 'Mortgage', or 'Legal charge'

Description A deed of debenture between, among others, the Chargor and Burdale Financial Limited (the
"Security Trustee"), dated 1 February 2013 (the "Debenture")

4 Amount secured

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

Amount secured All present and future obligations and liabilities, whether actual or
contingent and whether owed jointly or severally, as principal or
surety, or in any other capacity whatsoever, of each Obligor to any
Finance Party which is an Affiliate (as defined in the continuation
pages to this form MG01 of the Security Trustee) (the "Secured
Liabilities")

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

MG01

Particulars of a mortgage or charge

5

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

Please give the name and address of the mortgagee(s) or person(s) entitled to the charge

Name

BURDALE FINANCIAL LIMITED

Address

5TH FLOOR, BOW BELLS HOUSE, 1 BREAD STREET, LONDON

Postcode

E C 4 M 9 B E

Name

Address

Postcode

Continuation page

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

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

A charge over, lien on and security interest in all or substantially all of the assets of the Chargor

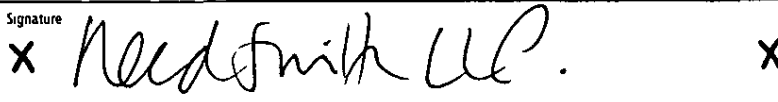
See the attached continuation page to Section 6 of this form MG01

MG01

Particulars of a mortgage or charge

7	Particulars as to commission, allowance or discount (if any)	
	<p>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</p> <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, <p>for any debentures included in this return The rate of interest payable under the terms of the debentures should not be entered</p>	
Commission allowance or discount	N/A	

8	Delivery of instrument	
	<p>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)</p> <p>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)</p>	

9	Signature	
	<p>Please sign the form here</p>	
Signature	<p>Signature </p>	
	<p>This form must be signed by a person with an interest in the registration of the charge</p>	

MG01

Particulars of a mortgage or charge



Presenter information

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

Contact name VICTORIA THOMPSON

Company name REED SMITH LLP

Address THE BROADGATE TOWER

20 PRIMROSE STREET

Post town LONDON

County/Region

Postcode E C 2 A 2 R S

Country

DX

Telephone +44(0) 203 116 3509



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 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

MG01 - continuation page

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

1. FIXED SECURITY

The Chargor, as security for the payment and performance of the Secured Liabilities:

- (a) charged in favour of the Security Trustee by way of a first legal mortgage the Mortgaged Property and all other interests in any freehold or leasehold property in the future belonging to it, and
- (b) charged in favour of the Security Trustee by way of first fixed charge:
 - (i) to the extent they are not within paragraph 1(a) above, all interests in any freehold or leasehold property in the future belonging to it;
 - (ii) all Equipment belonging to it at the date of the Debenture or in the future and its interest in any such Equipment in its possession at the date of the Debenture or in the future and all spare parts and replacements for all modifications and additions to such Equipment (other than any Specified Equipment effectively mortgaged to the Security Trustee by way of a first legal mortgage pursuant to paragraph 1(c) below),
 - (iii) all of its benefits, claims and returns of premiums in respect of the Insurances,
 - (iv) all of its right, title and interest (if any) in and to the Blocked Accounts and all monies standing to the credit of any of the Blocked Accounts and the debts represented by them,
 - (v) its goodwill and its rights in relation to uncalled capital, both present and future;
 - (vi) its Book Debts, both uncollected and collected, the proceeds of the same and all monies otherwise due and owing to the Chargor (but excluding (x) to the extent effectively charged to the Security Trustee pursuant to paragraph 1(b)(iv), the Blocked Accounts and any amounts standing to the credit thereof and (y) the Other Accounts and any amounts standing to the credit thereof),
 - (vii) the benefit of all rights, securities and guarantees of whatsoever nature enjoyed or held by it in relation to anything in paragraph 1(b)(vi) above,
 - (viii) its rights under any hedging arrangements and other Contracts,
 - (ix) any of its beneficial interest, claim or entitlement in any pension fund and in relation to any Tax or VAT (whether a claim in respect of a refund or return of Tax or VAT or otherwise),
 - (x) the benefit of all permissions and authorisations of whatsoever nature and whether statutory or otherwise held in connection with its business or the use of any Charged Property which is the subject of the charges created by Clause 2 of the Debenture and the right to recover and receive all compensation which may be payable to it in relation to those

6 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

- permissions and authorisations,
- (xi) the Intellectual Property held by it at the date of the Debenture or in the future, including any revenues or other income arising thereunder and any claims for damages arising in respect thereto (whether by reason of infringement or otherwise howsoever),
 - (xii) all Group Shares held by it at the date of the Debenture or in the future and/or any nominee on its behalf, and
 - (xiii) all the Related Rights accruing to all or any of the Group Shares held by it at the date of the Debenture or in the future and/or any nominee on its behalf,

PROVIDED THAT:

- (xiv) the Security Trustee agreed that it would not exercise any right to be registered as the holder of any Group Shares at any time while no Event of Default is continuing;
- (xv) whilst no Event of Default is continuing, all Related Rights referred to in paragraph (b)(xiii) above shall be paid directly to the Chargor (in which case the Security Trustee or its nominee shall execute any necessary dividend mandate) and, if paid directly to the Security Trustee, the Security Trustee shall pay the relevant amount to the Chargor, and
- (xvi) subject to Clause 5 6(c) of the Debenture, until the Security Trustee in its capacity as lender under the Facility Agreement has exercised its rights under Clause 21 13 (*Lender's Rights following Default*) of the Facility Agreement, all voting rights attaching to the relevant Group Shares may be exercised by the Chargor,
- (c) mortgaged and charged and agreed to mortgage and charge to the Security Trustee by way of first mortgage all of its right, title and interest in and to
 - (i) the Specified Equipment, and
 - (ii) all spare parts and replacements for and all modifications and additions to the Specified Equipment

2. FLOATING CHARGE

The Chargor as security for the payment and performance of the Secured Liabilities charged in favour of the Security Trustee by way of a floating charge and granted a Security Interest upon

6	Short particulars of all the property mortgaged or charged	
	Please give the short particulars of the property mortgaged or charged	
Short particulars	<p>(a) each Floating Charge Property,</p> <p>(b) all its other assets and undertaking not otherwise effectively mortgaged or charged by way of fixed mortgage or charge by paragraph (<i>Fixed Security</i>) above;</p> <p>(c) whether or not otherwise mortgaged, charged or assigned, all of its undertaking and assets of whatever type (both present and future) located in Scotland or otherwise governed by the laws of Scotland; and</p> <p>(d) whether or not otherwise mortgaged, charged or assigned, all of its undertaking and assets of whatever type (both present and future) located outside of England, Wales and Scotland or otherwise governed by the laws of such other jurisdiction</p> <p>3. FURTHER ASSURANCES</p> <p>The Chargor agreed that it would, at its own expense, execute and do all such acts, deeds and things (including payment of all stamp duties, stamp duty land tax and registration fees) the Security Trustee or a Receiver may reasonably require for</p> <p>(a) fully and effectively creating, perfecting or better perfecting or protecting or better protecting and/or registering the security intended to be created by the Debenture or any standard security (and/or assignation of rents relating to property located in Scotland) over any Charged Property, and</p> <p>(b) after the security constituted by the Debenture has become enforceable, facilitating the realisation of any Charged Property or the exercise of any right, power or discretion exercisable, by the Security Trustee or any Receiver in respect of any Charged Property, including the execution of any transfer, conveyance, assignment or assurance of any property whether to the Security Trustee or to its nominees, and the giving of any notice, order or direction and the making of any registration, which in any such case, the Security Trustee may think necessary or desirable</p> <p>4. ASSIGNMENTS</p> <p>The Chargor as continuing security for the payment, discharge and performance of the Secured Liabilities assigned and agreed to assign to the Security Trustee absolutely all its rights, title interest and benefit in and to</p> <p>(a) its Contracts; and</p>	

6 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

(b) its Insurances,

provided that until enforcement of the Security constituted by the Debenture the relevant Chargor shall be entitled to continue to deal with the Contracts and the Insurances and the counterparties to each of them on a basis otherwise consistent with the Finance Documents.

5. RESTRICTIONS ON DEALINGS

The Chargor agreed that it would not:

- (a) create or permit to subsist any Security Interest of whatsoever nature on any Charged Property other than a Permitted Security Interest; or
- (b) sell, transfer, grant, lease or otherwise dispose of any Charged Property, other than any sale, lease, transfer or other disposal permitted by Clause 20 4 (*Disposals*) of the Facility Agreement.

6. DEFINITIONS

"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

"Blocked Accounts" means, in relation to the Chargor

- (a) the bank accounts of the Chargor specified in Part I of Schedule 7 (*Blocked Accounts and Other Accounts*) of the Debenture,
- (b) the bank accounts of the Chargor specified in any Deed of Accession; and
- (c) such other bank accounts as the Company and the Security Trustee may from time to time designate or the Security Trustee may approve by notice in writing to the Chargor in accordance with the Finance Documents;

"Book Debts" means

- (a) all book and other debts in existence from time to time (including any sums whatsoever owed by banks or similar institutions but excluding the debt constituted by any sums standing to the credit of a Charged Account and excluding any amount owed or payable to a Borrower in respect of a Utilisation under the Facility Agreement) both present and future, actual or contingent, due, owing to or which may become due, owing to or purchased or otherwise acquired by the Chargor, and

6	Short particulars of all the property mortgaged or charged	
Short particulars	Please give the short particulars of the property mortgaged or charged	
	<p>(b) the benefit of all rights whatsoever relating to the debts referred to above including any related agreements, documents, rights and remedies (including negotiable or non-negotiable instruments, guarantees, indemnities, legal and equitable charges, reservation of proprietary rights, rights of tracing, unpaid vendor's liens and all similar connected or related rights and assets),</p> <p>"Charged Property" means the property, assets, undertaking and rights for the time being comprised in or subject to the Security Interests created by the Debenture (and including the Mortgaged Property and the Floating Charge Property) and references to the Charged Property include references to any part of it,</p> <p>"Contracts" means the contracts and/or agreements of the Chargor entered into from time to time (including the IP Licences),</p> <p>"Deed of Accession" means a deed of accession substantially in the form set out in Schedule 9 (<i>Deed of Accession</i>) of the Debenture;</p> <p>"Equipment" means</p> <p>(a) all present and future plant, machinery, equipment,</p> <p>(b) all computers, computer hardware and software (whether owned or licensed), vehicles, tools and furniture,</p> <p>(c) all fixtures and all attachments, all accessories and property (other than Fixtures) at the date of the Debenture or in future relating to any property or used in connection with the Chargor's business and replacements and substitutions for any of them wherever located,</p> <p>in each case save to the extent that any such items form part of the Chargor's stock in trade,</p> <p>"Event of Default" has the meaning set out in the Facility Agreement,</p> <p>"Facility Agreement" means the facility agreement dated 1 February 2013 between, among others, the Chargor and the Security Trustee in it capacity as lender,</p> <p>"Finance Document" has the meaning set out in the Facility Agreement;</p> <p>"Finance Parties" means, among others, the Security Trustee, the lender and any Bank Product Provider (as defined in the Facility Agreement),</p>	

MG01 - continuation page

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

“Floating Charge Property” means all interests in any freehold, heritable or leasehold property (including any Premises located thereon) belonging to the Chargor at the date of the Debenture or in the future but not limited to the following

	Address	Title Number
1	Deansgate, Bolton BL1 1HE	GM827544
2.	The Granville Chambers Leasehold 21 Richmond Hill Bournemouth BH2 6BJ	Unregistered
3.	Old Christchurch Road, Bournemouth BH1 1LJ	HP340715
4.	The Forum, Horsham RH12 1PQ	WSX30078
5	545 Wallisdown Road, Poole BH12 5JB	DT27628
6	Angel Centre, Tonbridge TN9 1SF	K882526
7	The Brooks, Winchester SO23 8TL	HP567561
8.	South Street, Worthing BN11 3AN	WSX263419
9.	Lord Square, Rochdale OL16 1ED	MAN166808 (9- 11 Market Way) MAN16569 34 (Pioneer House)
10	Lord Street, Southport PR8 1NY	MS570497
11	Fore Street, Hexham NE46 1NA	ND165694 and ND165780

MG01 - continuation page

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

12.	Unit C Fairacres, Marcham Road, Abingdon, Oxfordshire OX14 1TP	ON297624
13	80 Newgate Street, Bishop Auckland, County Durham DL14 7EQ	HP567561
14	8 Market Place, Diss, Norfolk IP22 4AB	NK410338
15.	Sunwin House, Low Street, Keighley, West Yorkshire	WYK936521
16	7 Market Place, Spalding, Lincolnshire PE11 1SL	LL326571
17.	57 High Street, St Neots, Cambridgeshire PE19 1BT	CB362571
18.	22 Smallgate, Beccles, Suffolk NR34 9AD	SK331805
19	141 London Road North, Lowestoft, Suffolk NR32 1ND	SK331807
20.	Co-operative House, Queen Street, Mansfield, Nottinghamshire NG18 1JR	NT473890
21.	Westgate House, Park Road, Peterborough, Cambridgeshire PE1 2TA	CB362600
22.	77-87 Lumley Road, Skegness, Lincolnshire PE25 3LS	LL326392

MG01 - continuation page

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

23	1-2 Church Terrace, Wisbech, Cambridgeshire PE13 1BJ	CB362599
24.	7 Regent Walk, Redcar, Cleveland TS10 3FB	CR216847
25.	6 Market Place, Saffron Walden, Essex CB10 1HR	EX866836
26	1-4 High Street, Chipping Norton, Oxfordshire OX7 5AB	Unregistered
27.	Town Hall Buildings, High Street, Cinderford, Gloucestershire GL14 2SP	GR278861
28	5 Albert Street, Harrogate, North Yorkshire HG1 1JU	Unregistered
29	Westgate House, Vancouver Centre, Kings Lynn, Norfolk PE30 1DT	Unregistered
30	37/58 Finkle Street, Kendal	CU148251 and CU165215
31	3 High Street Yeovil	ST127376
32	Library Building Bedford	Unregistered
33	Lynx Trading Estate Yeovil	WS56378
34	20 High Street Yeovil	WS55511
35	Store C The Mall Maidstone	Unregistered
36	Co operative Store Four Seasons Centre Mansfield	NT473591

6 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

37	13/21 Wayfarers Arcade	MS570496,MS311400
38	55 West Street Southport	MS570499
39	Car park Southport	MS570498
40	35 Finkle Street Kendal	CU259150
41	First/second floor 44 Fore Street Hexham	ND144572
42	Store at rear 44 Fore Street Hexham	ND144573

“Group” means Beale PLC and its direct and indirect subsidiaries,

“Group Shares” means in relation to the Chargor

- (a) the shares specified as belonging to the Chargor in Schedule 4 (*Group Shares*) of the Debenture,
- (b) the shares specified as belonging to the Chargor in any Deed of Accession, and
- (c) all other stocks, shares, debentures, bonds, warrants, coupons or other securities and investments owned by the Chargor at the date of the Debenture or in the future from time to time,

“Insurances” means all contracts and policies of insurance taken out by or for the Chargor or in which the Chargor has an interest (to the extent of that interest) including, but not limited to, all contracts and policies of insurance entered into in accordance with Clause 20 11 (*Insurance*) of the Facility Agreement,

“Intellectual Property” means any and all subsisting patents and subsisting rights of a similar nature held in any part of the world, applications for patents and such rights, divisions and continuations of such applications for patents, registered and unregistered trade marks (including all rights to sue on or in relation to unregistered marks in any jurisdiction under passing off, unfair competition or similar rules or otherwise, and all goodwill and other rights that would form the basis for any such claims), registered designs, utility models (in each case for their full period and all extensions and renewals of them), applications for any of them and the right to apply for any of them in any part of the world, rights in inventions, confidential information (including customer lists, market reports and statistics and any other information which a business would normally treat as confidential for the purposes

6 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

of its business), database rights, rights in Know-how (and all rights in relation to it), business names, trade names, brand names, domain names (and the rights of a registrant therein) copyright and rights in the nature of copyright, design rights and get-up and any similar rights existing in any country and the benefit (subject to the burden) of any and all agreements, arrangements and licences in connection with any of the foregoing including but not limited to the Scheduled Intellectual Property,

"Mortgaged Property" means the freehold and leasehold property (including any Premises located thereon) brief details of which are as follows

	Address	Title Number
1	Harpur Street/ Silver Street, Bedford MK40 1PE	BD55275
2	OPP 44, Central Street, Bolton BL1 2AB	GM478095
3	Dolphin Centre, Poole BH15 1SQ	DT20661

"Obligor" means, among others, the Chargor and Beale PLC,

"Other Accounts" means

- (a) the bank accounts of the Chargor specified in Part II of Schedule 7 (*Blocked and Other Accounts*);
- (b) the bank accounts of the Chargor specified in Part V(b) of the Schedule to any Deed of Accession, and
- (c) such other bank accountts of the Chargor as the Security Trustee may designate or approve by notice in writing to the Chargor,

"Permitted Security Interest" has the meaning set out in the Facility Agreement,

"Receiver" means any individual or individuals (who may be an employee or employees of the Security Trustee) for the time being and from time to time appointed by the Security Trustee to be a receiver or receivers (and, where more than one individual is appointed jointly, they shall have the power to act severally, unless the Security Trustee shall specify to the contrary in their appointment) under the Debenture and, where the context shall admit, any individual or individuals for the time being and from time to time so appointed in substitution, provided always

6	Short particulars of all the property mortgaged or charged	
	Please give the short particulars of the property mortgaged or charged	
Short particulars	<p>that all such individuals shall be qualified under the Insolvency Act 1986 to act as a receiver of the property of any company with respect to which he is appointed of any such company,</p> <p>“Related Rights” means, in relation to the Group Shares, all dividends and other distributions paid or payable after the date of the Debenture on all or any of the Group Shares and all stocks, shares, securities (and the dividends or interest on them), rights, money or property accruing or offered at any time by way of redemption, bonus, preference, option rights or otherwise to or in respect of any of the Group Shares or in substitution or exchange for any of the Group Shares,</p> <p>“Security Document” mean, among others, the Debenture,</p> <p>“Security Interest” means a mortgage, charge, pledge or lien or other security interest securing any obligation of any person or any arrangement having similar effect,</p> <p>“Specified Equipment” means the Equipment (if any) specified in Schedule 5 (<i>Specified Equipment</i>) of the Debenture and in Part III of the Schedule to any Deed of Accession,</p> <p>“Tax” means any tax, levy, impost, duty or other charge or withholding of a similar nature (including any penalty or interest payable in connection with any failure to pay or any delay in paying any of the same), and</p> <p>“VAT” means value added tax as provided for in the Value Added Tax Act 1994 and any other tax of a similar nature</p>	



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

**COMPANY NO. 120002
CHARGE NO. 10**

**THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A DEED OF DEBENTURE DATED 1
FEBRUARY 2013 AND CREATED BY J E BEALE PUBLIC
LIMITED COMPANY FOR SECURING ALL MONIES DUE OR TO
BECOME DUE OF EACH OBLIGOR TO ANY FINANCE PARTY
WHICH IS AN AFFILIATE OF THE SECURITY TRUSTEE ON ANY
ACCOUNT WHATSOEVER WAS REGISTERED PURSUANT TO
CHAPTER 1 PART 25 OF THE COMPANIES ACT 2006 ON THE 12
FEBRUARY 2013**

**GIVEN AT COMPANIES HOUSE, CARDIFF THE 15 FEBRUARY
2013**

DeJ



Companies House



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