

# M

COMPANIES FORM No. 395

## Particulars of a mortgage or charge

# 395

Please do not  
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Pursuant to section 395 of the Companies Act 1985

Please complete  
legibly, preferably  
in black type, or  
bold block lettering

To the Registrar of Companies  
(Address overleaf—Note 5)

For official use

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Company number

1997246

1197246

DR

Name of company

\* ~~HALL & TAWSE MIDLANDS LIMITED~~ (the "Company")

\* insert full name  
of company

Date of creation of the charge

6 September 1995

Description of the instrument (if any) creating or evidencing the charge (note 2)

Legal Charge (the "Legal Charge") dated 6 September, 1995 between (1) the Company and others and (2) Barclays Bank PLC as security trustee (the "Security Trustee").

Amount secured by the charge

The Secured Obligations (the "Secured Obligations") this is the aggregate of:-

- (i) Designated Debt;
- (ii) all indemnification and expense reimbursement obligations of any one or more of the Obligors under any of the Security Documents; and
- (iii) all other amounts payable by any one or more of the Obligors to the Security Trustee, any nominee, delegate or agent thereof or any Receiver under any of the Security Documents;

See Continuation Sheet No. 1, page 2

Names and addresses of the chargees or persons entitled to the charge

Barclays Bank PLC (as Security Trustee for the Beneficiaries)

Murray House, 1 Royal Mint Court, London

Postcode EC3N 4HH

Presentor's name address and  
reference (if any):

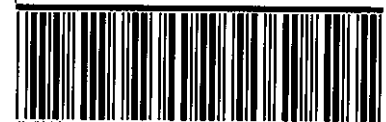
Clifford Chance  
200 Aldersgate Street  
London EC1A 4JJ

Ref: JCS/NXJD/B1227/12575

Time critical reference

For Official Use  
Mortgage Section

Post Room



KLO \*KMP6MEZ0\* 1118  
COMPANIES HOUSE 21/09/95

Short particulars of all the property charged

See Continuation Sheet 1, page 4

Please do not  
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Please complete  
legibly, preferably  
in black type, or  
bold block lettering

Particulars as to commission allowance or discount (note 3)

NONE

Signed Clifford Chance  
CLIFFORD CHANCE, solicitors

Date 20 September 1995

On behalf of [~~company~~] [chargee]†

† delete as  
appropriate

## Notes

- 1 The original instrument (if any) creating or evidencing the charge, together with these prescribed particulars correctly completed must be delivered to the Registrar of Companies within 21 days after the date of creation of the charge (section 395). If the property is situated and the charge was created outside the United Kingdom delivery to the Registrar must be effected within 21 days after the date on which the instrument could in due course of post, and if dispatched with due diligence, have been received in the United Kingdom (section 398). A copy of the instrument creating the charge will be accepted where the property charged is situated and the charge was created outside the United Kingdom (section 398) and in such cases the copy must be verified to be a correct copy either by the company or by the person who has delivered or sent the copy to the registrar. The verification must be signed by or on behalf of the person giving the verification and where this is given by a body corporate it must be signed by an officer of that body. A verified copy will also be accepted where section 398(4) applies (property situate in Scotland or Northern Ireland) and Form No. 398 is submitted.
- 2 A description of the instrument, eg "Trust Deed", "Debenture", "Mortgage" or "Legal charge", etc, as the case may be, should be given.
- 3 In this section there should be inserted the amount or rate per cent. of the commission, allowance or discount (if any) paid or made either directly or indirectly by the company to any person in consideration of his;
  - (a) subscribing or agreeing to subscribe, whether absolutely or conditionally, or
  - (b) procuring or agreeing to procure subscriptions, whether absolute or conditional,for any of the debentures included in this return. The rate of interest payable under the terms of the debentures should not be entered.
- 4 If any of the spaces in this form provide insufficient space the particulars must be entered on the prescribed continuation sheet.
- 5 The address of the Registrar of Companies is:-  
Companies House, Crown Way, Cardiff CF4 3UZ

## Companies 395

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ZF0300

Stat Plus Group plc

Revised January 1993

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## Particulars of a mortgage or charge (continued)

Continuation sheet No 1  
to Form No 395 and 410 (Scot)

Please complete  
legibly, preferably  
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bold block lettering

Company number

1997246

Name of company

HALL & TAWSE MIDLANDS LIMITED (the "Company")

Limited\*

\*delete if  
inappropriate

Description of the instrument creating or evidencing the mortgage or charge (continued) (note 2)

## Definitions

In this 395 form:

"**Additional Obligor**" means any person who shall have become a party to the Trust Agreement dated 6 September 1995;

"**Agreed Net Limit**" means £833,334 for each Overdraft Lender;

"**Banks**" means the following Banks :

Barclays Bank PLC  
Clydesdale Bank PLC  
Lloyds Bank PLC  
Midland Bank PLC  
National Westminster Bank PLC  
The Royal Bank of Scotland PLC  
The Sanwa Bank Limited  
Societe Generale  
TSB Bank PLC

"**Beneficiaries**" means each of the persons to whom any of the Secured Obligations is owed from time to time and who is a party to the Trust Agreement;

"**Bonding Banks**" means Banks who have Credit Facilities (as defined in the Standstill Letter) which include a guarantee, bond, or similar facility (unless it has an Original Bonding Exposure (as defined in the Standstill Letter) of zero in respect thereof);

"**Bonding Exposure**" means, with respect to a Lender, from time to time, the aggregate of the contingent liabilities of such Lender under guarantees, performance bonds or similar obligations entered into under one or more of its Credit Facilities (as defined in the Standstill Letter) and the aggregate principal amounts of any loans upon the crystallisation of any of the foregoing;

"**Bonding Lenders**" means the Sureties and the Bonding Banks and "**Bonding Lenders**" means any one of them;

"**Designated Debt**" means:-

- (i) the Original Designated Debt; and
- (ii) any other indebtedness of any one or more members of the Group to the extent that such indebtedness has been designated as Designated Debt by the Security Trustee in accordance with Clause 3 of the Trust Agreement, but not otherwise,

and, where the context so admits, shall mean any part thereof.

Under Clause 3 of the Trust Agreement the Parent may at any time request the Security Trustee to designate in a Designating Instrument indebtedness of one or more members of the Group (other than Original Designated Debt) as Designated Debt;

"**Designating Instrument**" means an instrument substantially in the form set out in the Fourth Schedule to the Trust Agreement;

"**Final Net Exposure**" means, with respect to an Overdraft Lender, the Net Exposure of the Overdraft Lender as at the time it receives notice of an Equalisation Event (as defined in the Standstill Letter), but disregarding any amount which is debited to any account within the relevant Overdraft Facility either (i) after the Termination Date and which either constituted, or was interest relating to, the further provision of funds to any Company after the Termination Date (other than in respect of cheques presented on or before the Termination Date), or (ii) on or before the Termination Date and which either constituted, or was interest relating to, the provision of funds to any such Company such that such Overdraft Lender's Agreed Net Limit was exceeded;

See Continuation Sheet No.2, page 2

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Names, addresses and descriptions of the mortgagees or persons entitled to the charge (continued)

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1. By way of first legal mortgage the Property and all rights easements and benefits appurtenant thereto;
2. By way of first fixed charge (save to the extent hereinbefore charged) all rights easements and benefits from time to time appurtenant to the Property;
3. By way of assignment in equity all its right, title and interest in:
  - (a) the benefit of (severally) any agreements, contracts, deeds, undertakings, guarantees, warranties or other documents now or hereafter entered into by or given to the Company in respect of the Property and all documents now or hereafter in existence necessary to enable the Security Trustee to perfect the same and all the proceeds of any payment of any claims, awards or judgments paid or payable to the Company under or in respect of the same (including all liquidated and ascertained damages payable to the Company thereunder) and all such Company's rights or remedies now or hereafter in existence arising thereunder;
  - (b) the benefit of the Agreements and all the proceeds of any payment of any claims, awards, judgments, sums or damages arising out of such Agreements payable to the Company thereunder and all the Company's rights or remedies now or hereafter in existence arising thereunder;
  - (c) the Sale Proceeds and all right, title and interest to and in the same and the benefit thereof and the right to make demand for and receive the same;
  - (d) the benefit of all covenants, agreements, undertakings or obligations entered into or to be entered into by any other party to any Leases or to any licences, deeds, rent deposit agreements, or other deeds or documents supplemental or collateral to any Lease and of all guarantees or indemnities in any of the aforesaid;
  - (e) the benefit of all rights and claims to which such Company is now or may hereafter become entitled in relation to the Property (including those against all persons who now or may at any time be in occupation of the Property under any Leases and all guarantors and sureties for the obligations of such persons); and
  - (f) the benefit of all guarantees, warranties and representations given or made now or hereafter by and any rights or remedies against all or any of the designers, builders, contractors, professional advisers, sub-contractors, manufacturers, suppliers and installers of any Fixtures;

### Definitions

"Agreements" means (severally) :

- (i) all Agreements for Lease;
- (ii) all Agreements for Sale;

"Agreements for Lease" means (severally) all agreements, contracts, options or undertakings, whether now or hereafter in existence for or relating to the creation of any estate interest or right in or over the Property or any part thereof (including without limitation any lease, licence, tenancy or right to occupy whether on a fixed term or periodic basis and whether in all cases in respect of the whole or any part of the Property);

"Agreements for Sale" means (severally) all agreements, contracts or options now or hereafter in existence for or in relation to the assignment, transfer or disposal by way of sale of the whole or any part of the Property or any estate or interest therein or under which any capital sum is or is to be derived from the Property or any part thereof;

See Continuation Sheet No.2, page 4

**Particulars of a mortgage or charge  
(continued)**

Please do not  
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Continuation sheet No 2  
to Form No 395 and 410 (Scot)

Please complete  
legibly, preferably  
in black type, or  
bold block lettering

Company number  

1997246

Name of company

~~HALL & TAWSE MIDLANDS LIMITED (the "Company")~~

Limited\*

\*delete if  
inappropriate

Description of the instrument creating or evidencing the mortgage or charge (continued) (note 2)

**"Group"** means the Parent and its Subsidiaries from time to time;

**"Increased Net Exposure"** means the increase (if any) in the Net Exposure of an Overdraft Lender over its Original Net Exposure disregarding any amounts disregarded in proviso (i) to the definition of Final Net Exposure;

**"Initial Security Documents"** means the fixed charges and other security granted in favour of the Security Trustee pursuant to Clause 12.1 of the Standstill Letter;

**"Lenders"** means the lenders to whom the Standstill Letter is addressed;

**"Net Exposure"** means, with respect to an Overdraft Lender and a particular date, the aggregate (netting credit balances against debit balances) of all debit balances on accounts within its Overdraft Facility and all cleared credit balances on accounts within its Overdraft Facility (as defined in the Standstill Letter) which may lawfully be netted off against such debit balances, including within the credit balances any uncleared funds, unless the same subsequently fail to clear, as at close of business on such date. Any resulting net credit or net zero balance (aggregating any credit balances) shall be referred to herein as a **"Net Credit"** and any resulting net debit balance shall be referred to herein as a **"Net Exposure"**;

**"New Bonding Limit"** means the maximum permitted Bonding Exposure of a Bonding Lender as allocated under the Standstill Letter up to an aggregate of £3,000,000;

**"Obligors"** means the following companies:

Derby City Properties Limited  
Hall & Tawse East Anglia Limited  
Hall & Tawse Group Limited  
Hall & Tawse Midland Limited  
Hall & Tawse South Limited  
Hall & Tawse Western Limited  
Hassall Homes (Cumbria) Limited  
Hassall Homes (Mercia) Limited  
J F Miller Properties Limited  
Lee Enterprises 008 Limited  
Plumb Interiors Contracting Limited  
Raine plc  
Walter Lawrence Properties Limited  
Hall & Tawse Scotland Limited  
Aberdeen Construction Group Limited

(the foregoing being the **"Initial Obligors"**) and the Additional Obligors, and **"Obligor"** means any of them;

**"Original Designated Debt"** means all monies and liabilities (present or future, actual or contingent) now or at any time hereafter:

- (i) comprised in Original New Money Exposures; and
- (ii) due, owing or incurred to the Security Trustee under the Initial Security Documents (including, without limitation, the fees, costs and expenses of any Receiver appointed thereunder); and shall be Designated Debt without the need for any separate Designating Instrument in respect thereof;

**"Original Net Exposure"** means the Net Exposure of such Overdraft Lender as at 2nd June 1995;

See Continuation Sheet No. 3, page 2

Please complete  
legibly, preferably in  
black type, or bold  
block lettering



Names, addresses and descriptions of the mortgagees or persons entitled to the charge (continued)

**Please complete  
legibly, preferably  
in black type, or  
bold block lettering**

**"Company"** includes its successors in title and assigns and those deriving title from the Company or otherwise entitled to redeem the security constituted hereby;

**"Fixtures"** includes all buildings, erections and structures at any time on or in the course of construction on the Property and includes all fixtures, fittings, plant, machinery, equipment, installations and apparatus now and from time to time fixed to any Property;

**"Leases"** means (severally) any lease, underlease, sub-lease, licence, agreement, option, occupation agreement or any other document governing the use or occupation of the Property or any part thereof;

**"Property"** means:

All leasehold rights interests and estates (or other rights of occupation) of the Company in respect of:

- (1) all that freehold land and buildings at 28 Scotland Road, Market Harborough as the same are more particularly described in a Conveyance dated 22 February 1971 made between Leslie G Wilson (Heating Engineers) Limited (1) and L G Wilson (Builders) Limited (2) shown edged red on Plan "C" to the Legal Charge;
- (2) all that freehold parcel of land at Wollaston Road, Stourbridge, West Midlands, being part of land more particularly described in a Conveyance dated 5 June 1943 made between The Company of Properties of the Stourbridge Navigation (1) and Hall & Tawse (Western) Limited (2) shown edged red on Plan "B" to the Legal Charge;
- (3) all that freehold land and buildings at 522 Derby Road, Lenton, Nottingham as the same is registered with title absolute at HM Land Registry under title number NT179920;
- (4) all that freehold land comprising Lawrence House, Lynn Road, Swaffham, Norfolk being part of the land described in a Conveyance dated 1 November 1978 made between Walter Lawrence Limited (1) and Walter Lawrence Properties Limited (2).

**"Rental Income"** means at any time the gross rents, licence fees and other monies reserved by or arising out of leases and underleases (or agreements therefor), tenancy agreements and licences to which the Company's interest in the Property and/or any part of the parts thereof is in reversion (whether mediate or immediate) and to which the Company is entitled and all other monies derived by the Company from any third parties relating to the use and/or occupation of the Property (including, without limitation, mesne profits, proceeds of insurance in respect of loss of rent, payments made by any guarantor for any lessee and sums received from any deposit held as security for performance of any tenant's obligations) excluding therefrom any sums received by way of reimbursement of expenses incurred or on account of expenses to be incurred by the Company and any sums by way of service charge, insurance payments or the like (but including the profit element of any such sum) and also including any VAT charged on any sum mentioned in this definition;

**"Sale Proceeds"** means any and all sums other than Rental Income payable whether by purchasers or others upon the disposal (whether by transfer, assignment or otherwise) or the grant or creation of any interest in the Property or any part thereof and including any other sums of a capital nature derived from the Property or arising from any dealing therewith and including compensation or damages received for any use or disturbance, blight or compulsory purchase in respect of the Property or any part thereof after deduction in each case of all reasonable costs and expenses directly and properly incurred in connection with such disposal, grant or creation.

See Continuation Sheet No. 3, page 4

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# Particulars of a mortgage or charge (continued)

Continuation sheet No 3  
to Form No 395 and 410 (Scot)

Company number

1997246

Please complete  
legibly, preferably  
in black type, or  
bold block lettering

Name of company

~~HALL & TAWSE MIDLANDS LIMITED (the "Company")~~

Limited\*

\*delete if  
inappropriate

Description of the instrument creating or evidencing the mortgage or charge (continued) (note 2)

**"Original New Money Exposures"** means the following indebtedness owed to Overdraft Lenders and to Bonding Lenders :

- (i) the Increased Net Exposure (if any) of each Overdraft Lender up to its Agreed Net Limit plus interest thereon at the contract rate specified in the relevant facility documentation to the date of final payment and repayment; and
- (ii) the Bonding Exposure (if any) of each Bonding Lender in respect of utilisations prior to the Termination Date (as defined in the Standstill Letter) under Clause 5.1(iii) of the Standstill Letter up to its New Bonding Limit including without double counting any loan treated as made under Clause 6(c) of the Standstill Letter in respect thereof plus interest thereon as provided under such Clause 6(c); and
- (iii) in the case of any Increased Net Exposure of any Overdraft Lender in excess of its Agreed Net Limit, if the aggregate of the Original New Money Exposures of all the Overdraft Lenders under paragraph (i) above is less than £5,000,000<sup>4</sup> less the aggregate of the Original Net Exposures, then the amount of such shortfall shall be allocated to Overdraft Lenders pro rata according to the amount (if any) by which they exceeded, on or prior to the said Termination Date, their Agreed Net Limits (other than through the debiting of interest) and such allocations shall be an Original New Money Exposure; and
- (iv) in the case of any Bonding Exposure of any Bonding Lender arising under Clause 5.1(iii) of the Standstill Letter (including without double counting any loan treated as made under Clause 6(c) of the Standstill Letter in respect thereof) in excess of its New Bonding Limit, if the aggregate of the Original New Money Exposures of all the Bonding Lenders under paragraph (ii) above is less than £3,000,000 then the amount of such shortfall shall be allocated to Bonding Lenders pro rata according to the amount (if any) by which they exceeded, on or prior to the said Termination Date, their New Bonding Limits and such allocations shall be Original New Money Exposures; and
- (v) any interest accruing in respect of any advance or loan made or treated as made under the Standstill Letter and which is included in Original New Money Exposure pursuant to paragraph (iii) or (iv) above, at the contract rate or the rate applicable pursuant hereto.

**"Overdraft Lender"** means the following Lenders :

Barclays Bank PLC  
Clydesdale Bank PLC  
Lloyds Bank PLC  
Midland Bank PLC  
National Westminster Bank PLC  
TSB Bank PLC

**"Parent"** means Raine plc;

**"Security Documents"** means the Trust Agreement, the Initial Security Documents, and any other document entered into from time to time by any of the Obligors by which such Obligor undertakes a liability to the Security Trustee as trustee for the Beneficiaries in respect of any of the Secured Obligations by way of guarantee or indemnity or otherwise or which creates or evidences a security interest in favour of the Security Trustee as trustee for the Beneficiaries over any of the assets of such Obligor as security for any of the Secured Obligations or as security for the obligations of such Obligor under any guarantee or indemnity given or granted by such Obligor in respect of any of the Secured Obligations or creates evidences any right or interest related thereto, or any document whereby the indebtedness owed by any Obligor to any person is subordinated to some or all of the Secured Obligations;

**"Standstill Letter"** means a letter from Barclays Bank plc to certain lenders and companies dated 22nd August 1995;

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Names, addresses and descriptions of the mortgagees or persons entitled to the charge (continued)

Please complete  
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The Legal Charge provides that all claims and money received or receivable by the Company under any insurances shall be held by the Company in trust for the Security Trustee and applied as provided for in the Legal Charge.

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The Legal Charge also provides that if any monies become payable to the Company by way of compensation in relation to the property charged by the Legal Charge or any part thereof under the provisions of any legislation including but not limited to the Planning Acts, the Law of Property Act 1969 the Landlord and Tenant Act 1954 or otherwise howsoever such compensation shall be held either as security for the Secured Obligations upon such terms as the Security Trustee may direct or (at the Security Trustee's discretion) applied in or towards satisfaction of the Secured Obligations unless the Security Trustee shall otherwise specify in writing and the following provisions shall apply:

- (i) the Security Trustee shall be entitled and is irrevocably authorised by the Company and appointed the attorney of the Company to give a good receipt on behalf of such Company for any monies received and such monies shall be applied in the manner aforesaid; and
- (ii) if any such monies shall actually be received by the Company they shall be held on trust for the Security Trustee to be applied in the above manner.

N.B. The Legal Charge contains restrictions on other securities

#### Negative Pledge

1. The Company undertakes with the Security Trustee not at any time during the subsistence of the security constituted by the Legal Charge to create or permit to subsist any encumbrance over the property thereby charged (the "**Charged Property**") or any part or parts thereof.
2. The Company undertakes with the Security Trustee not to (without its prior written consent):
  - a. sell, transfer, lease, lend or otherwise dispose of the Charged Property or any part or parts thereof or enter into any agreement for the same;
  - b. dispose or agree to dispose of or create or agree to create any legal or equitable estate or interest in or over the Charged Property;
  - c. grant or agree to grant any licence or consent whether expressly or by conduct for assignment, parting with or sharing possession or occupation, underletting, change of use or alterations in relation to any lease to which the Charged Property may from time to time be subject;
  - d. exercise any of the powers reserved to a mortgagor by Sections 99 and 100 of the Law of Property Act 1925 or otherwise grant or agree to grant any lease or tenancy or licence of all or any part of the Charged Property or accept or agree to accept a surrender, cancellation, assignment, charge or any other disposal of any lease, tenancy, licence, credit sale agreement or hire purchase agreement thereof or relating thereto or agree to vary the provisions of any lease, tenancy or licence thereof;
  - e. (save pursuant to any arrangement disclosed in the Certificate of Title (as defined in the Legal Charge)) allow any person any licence or other right to occupy or share possession of the Property; or
  - f. permit any person to assert or become entitled to assert any proprietary or other like right in respect of the Charged Property.

**Particulars of a mortgage or charge  
(continued)**

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Continuation sheet No 4  
to Form No 395 and 410 (Scot)

Company number

1997246

Please complete  
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Name of company

~~HALL & TAWSE MIDLANDS LIMITED (the "Company")~~

Limited\*

\*delete if  
inappropriate

Description of the instrument creating or evidencing the mortgage or charge (continued) (note 2)

**"Subsidiary"** means a subsidiary or subsidiary undertaking as defined in Section 736 or Section 258, respectively, of the Companies Act 1985;

**"Surety"** means the following Sureties and **"Surety"** means any one of them :

American International Group or any of its member companies as represented by AIG Europe (UK) Limited issuing bonds in the United States of America;

American International Group or any of its member companies as represented by AIG Europe (UK) Limited issuing bonds in the United Kingdom;

Credit and Guarantee Insurance Company Plc;

Seaboard Surety Company;

**"Termination Date"** means close of business (London time) on the earliest of the following :

- (a) 30 September 1995 or such later date as all the Lenders may from time to time agree with the Parent in writing; or
- (b) a date decided upon by the Majority Lenders (as defined in the Standstill Letter);

**"Trust Agreement"** means a Trust Agreement dated 6th September 1995 between the Security Trustee (1) the Parent (2) the Initial Lenders (being the Overdraft Lenders and the Sureties) (3) and the Initial Obligors (4).

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Names, addresses and descriptions of the mortgagees or persons entitled to the charge (continued)

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## CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

Pursuant to section 401(2) of the Companies Act 1985

COMPANY No. 01197246

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A LEGAL CHARGE DATED THE 6th SEPTEMBER 1995 AND CREATED BY HALL & TAWSE MIDLANDS LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY AND/OR ALL OR ANY OTHER COMPANIES NAMED THEREIN TO BARCLAYS BANK PLC AS SECURITY TRUSTEE FOR THE BENEFICIARIES UNDER THE TERMS OF ANY OF THE SECURITY DOCUMENTS (AS DEFINED IN THE LEGAL CHARGE) WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 21st SEPTEMBER 1995.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 25th SEPTEMBER 1995 .

PHIL DAVIES  
for the Registrar of Companies

L.C.  
25/9  
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C O M P A N I E S H O U S E

HC026B