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insert full name of Company

### **COMPANIES FORM No. 395**

# Particulars of a mortgage or charge

A fee of £10 is payable to Companies House in respect of each register entry for a mortgage or charge.

respect 0

395 58423/AO

Pursuant to section 395 of the Companies Act 1985

To the Registrar of Companies (Address overleaf - Note 6)

For official use

Company number

23417 64

Name of company

AAF Consultants UK Limited (the "Chargor")

Date of creation of the charge

6 September 2004

Description of the instrument (if any) creating or evidencing the charge (no

(note 2)

Debenture (the "Debenture")

Amount secured by the mortgage or charge

Please refer to Schedule 1 attached

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

HSBC Bank Plc (registered number: 00014259) whose registered office is at 8 Canada Square, London(the "Security Trustee")

Postcode

E14 5HQ

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

Eversheds LLP Cloth Hall Court Infirmary Street Leeds LS1 2JB

C5.PJC.JCO.789198

Time critical reference

For official Use Mortgage Section

Post room



Short particulars of all the property mortgaged or charged

Please refer to Schedule 2 attached

Please refer to Schedule 2 attached

Please refer to Schedule 2 attached

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Particulars as to commission allowance or discount (note 3)

n/a

Signed Aleusheold LLF

Date 15 /09/04

A fee of £10 is payable to Companies House in respect of each register entry for a mortgage or charge. (See Note 5)

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# Notes

- 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 Cheques and Postal Orders are to be made payable to Companies House.
- 6 The address of the Registrar of Companies is:-
  - Companies House, Crown Way, Cardiff CF14 3UZ

## **SCHEDULE 1 TO FORM 395**

All money, obligations and liabilities now or hereafter due, owing or incurred to the Secured Parties (or any of them) by each Obligor in whatsoever manner in any currency or currencies whether present or future, actual or contingent, whether incurred solely or jointly with any other person and whether as principal or surety or in any other capacity whatsoever together with all interest accruing thereon and all costs, charges and expenses incurred in connection therewith PROVIDED THAT no obligation or liability shall be included in the definition of "Secured Obligations" to the extent that if it were so included this Deed (or any part thereof) would give rise to financial assistance within the meaning of Sections 151 to 155 (inclusive) of the Companies Act 1985.

(the "Secured Obligations")

#### **SCHEDULE 2 TO FORM 395**

- 1. The Chargor, as a continuing security for the payment to the Security Trustee of the Secured Obligations, hereby charges with full title guarantee in favour of the Security Trustee the following assets, both present and future, from time to time owned by the Chargor or in which the Chargor is from time to time interested;
- by way of first legal mortgage all the freehold and leasehold property together with all buildings and Fixtures at any time thereon, the proceeds of sale derived therefrom and the benefit of all covenants given in respect thereof;
- by way of first legal mortgage all estates and interests in any freehold and leasehold property and any rights under any licence or other agreement or document which gives the Chargor a right to enter upon or use land (except any Secured Property validly charged under paragraph 1.1 above) wherever situated together with all buildings and Fixtures at any time thereon all proceeds of sale derived therefrom and the benefit of all covenants given in respect thereof and any moneys paid after the date of the Debenture or payable in respect of such covenants;
- 1.3 by way of first fixed charge all other interests (not being made subject to a valid first legal mortgage by paragraph 1.1 or 1.2 above) in any freehold or leasehold property, the buildings and Fixtures and other fixtures and fittings or fixed plant or machinery at any time thereon, and all proceeds of sale derived therefrom and the benefit of all covenants given in respect thereof and all licences to enter upon or use land and the benefit of all other agreements relating to land;
- 1.4 by way of first fixed charge all plant, machinery, vehicles, computers, office and other equipment now or in the future owned by it and its interest in any plant, machinery, vehicles, computers, office and other equipment in its possession other than (in any case) any for the time being forming part of the Chargor's stock in trade or work in progress, and the benefit of all contracts, licences and warranties relating to the same:
- by way of first fixed charge all the Group Shares together with all Distribution Rights from time to time accruing thereto or thereon;
- by way of first fixed charge all Investments together with all Distribution Rights from time to time accruing thereto or thereon;

- 1.7 by way of first fixed charge (to the extent not effectively assigned under paragraph 2.2) all rights and interests of the Chargor in and claims under and returns of premiums in respect of all policies of insurance and all proceeds thereof either now or in the future held by, or written in favour of, the Chargor or in which the Chargor is otherwise interested;
- 1.8 by way of first fixed charge all present and future book and other debts, revenues and monetary claims of the Chargor and all rights and claims of whatever nature of the Chargor now or which may at any time be held or enjoyed by it against third parties and against any securities and guarantees in respect of such debts, revenues or claims;
- 1.9 by way of first fixed charge all monies (including interest) from time to time standing to the credit of any and all present or future accounts with any bank, financial institution, or other person and all debts represented thereby;
- 1.10 by way of first fixed charge all Intellectual Property owned by the Chargor or in which the Chargor shall have an interest. To the extent that any such Intellectual Property is not capable of being charged (whether by reason of lack of any necessary third party's consent or otherwise) the charge purported to be effected by this paragraph 1.10 shall operate as an assignment of any and all damages, compensation, remuneration, profit, royalties, fees, rent or income which the Chargor may derive therefrom or be awarded or entitled to in respect thereof, as continuing security for the payment, discharge and performance of the Secured Obligations;
- 1.11 by way of first fixed charge the benefit of all present and future agreements and authorisations held or utilised by the Chargor in connection with its business or the use of any of its assets and the right to recover and receive all compensation which may at any time become payable to it in respect thereof to the extent permitted by the terms of such agreements or authorisations;
- by way of first fixed charge all the goodwill and uncalled capital of the Chargor; and
- 1.13 by way of first fixed charge all beneficial interests, claims and entitlements of it to any assets of any pension fund.
- 2. As further continuing security for the payment to the Security Trustee of the Secured Obligations the Chargor assigns (to the fullest extent capable of assignment) with full title guarantee to the Security Trustee all its rights, title and interest in:
- 2.1 the Insurances;

- 2.2 to the extent that the same are incapable of being effectively charged pursuant to paragraph 1, the rights and interest of the Chargor in any Intellectual Property; and
- 2.3 the Intra-Group Loan Agreement.
- 3. As further continuing security for the payment to the Security Trustee of the Secured Obligations the Chargor hereby charges with full title guarantee in favour of the Security Trustee by way of first floating charge all its assets and undertakings whatsoever and wheresoever both present and future not effectively charged by way of first legal mortgage or first fixed charge pursuant to the provisions of paragraph 1 above or effectively assigned by way of security pursuant to paragraph 2 above.

# 4. Negative Pledge

- 4.1 During the continuance of this security, the Chargor shall not without the prior consent in writing of the Security Trustee (except in respect of a Permitted Security or as otherwise permitted by the terms of the Facility Agreement):
  - 4.1.1 create or permit to subsist (in favour of any person other than the Security Trustee) any Security Interest over any part of the Secured Property; or
  - 4.1.2 sell, transfer or otherwise dispose of any of its assets on terms whereby they are or may be leased to or re-acquired by an Obligor or any other member of the Group;
  - 4.1.3 sell, transfer or otherwise dispose of any of its receivables on recourse terms;
  - 4.1.4 enter into any arrangement under which money or the benefit of a bank or other account may be applied, set-off or made subject to a combination of accounts; or
  - 4.1.5 enter into any other preferential arrangement having a similar effect;

in circumstances where the arrangement or transaction is entered into primarily as a method of raising Financial Indebtedness or of financing the acquisition of an asset.

4.2 If the Chargor creates or permits to subsist any Security Interest in breach of the provisions of this paragraph 4 then, to the fullest extent possible under any applicable law, all obligations of the Chargor under each of the Finance Documents shall automatically and immediately be secured upon the same assets equally and rateably with the other obligations secured thereon.

# **SCHEDULE 3 TO FORM 395**

- "Accession Letter" means a document substantially in the form set out in Schedule 6 of the Facility Agreement
- "Accounting Principles" means generally accepted accounting principles in the United Kingdom.
- "Additional Ancillary Borrower" means a company which becomes a Ancillary Borrower in accordance with Clause 27 (Changes to the Obligors) of the Facility Agreement.
- "Additional Borrower" means a company which becomes an Additional Borrower in accordance with the Facility Agreement
- "Additional Guarantor" means a company which becomes a Guarantor in accordance with Clause 27 (Changes to the Obligors) of the Facility Agreement.
- "Additional Obligor" means an Additional Ancillary Borrower or an Additional Guarantor.
- "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.
- "Agent" means HSBC Bank plc as agent of the other Finance Parties
- "Ancillary Borrower" means the Original Ancillary Borrowers and any Additional Ancillary Borrower.
- "Ancillary Document" means each document relating to or evidencing the terms of an Ancillary Facility and an Ancillary Guarantee
- "Ancillary Facility" means each ancillary facility made available by an Ancillary Lender in accordance with the Facility Agreement
- "Ancillary Guarantee" means any cross guarantee entered into by each of the Obligors (as defined in the Facility Agreement) to guarantee the Ancillary Facilities in the relevant Ancillary Lenders standard form.
- "Ancillary Lenders" means each Lender (or Affiliate of a Lender) which makes available an Ancillary Facility in accordance with Clause 6 (Ancillary Facilities) of the Facility Agreement.

"Acquisition" means the acquisition of the Target Business and the Target Shares in accordance with the Acquisition Agreement

"Acquisition Agreement A" means the agreement dated on or about the date of the Facility Agreement relating to the sale and purchase of certain of the Target Shares and made between the Chargor and certain of the sellers (as defined therein).

"Acquisition Agreement B" means the agreement dated on or about the date of the Facility Agreement relating to the sale and purchase of certain of the Target Shares and made between the Chargor and certain of the sellers (as defined therein).

"Arranger" means HSBC Bank plc

"Bank Guarantee" means each Loan Note Guarantee.

"Borrower" means the Chargor and any Ancillary Borrower.

"Charging Company" means a member of the Group which has provided Security to the Security Trustee and/or any of the Lenders under the Security Documents

"Charged Property" means all of the assets of Obligors which from time to time are, or are expressed to be the subject of the Transaction Security Documents

"Deed of Accession" means a deed in the form set out in Schedule 7 of the Debenture subject to such variations as the Agent shall agree

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

"Distribution Rights" means all dividends, distributions and other income paid or payable on the relevant Investment or Group Share (as the case may be) together with all shares or other property derived from the relevant Investment or Group Share (as the case may be) and together also with all other allotments, accretions, rights, benefits and advantages of all kinds accruing, offered or otherwise derived from or incidental to the relevant Investment or Group Share (whether by way of conversion, consolidation, subdivision, substitution, redemption, bonus, preference, option or otherwise)

"Facility Agreement" means the facilities agreement dated the dated 6 September 2004 pursuant to which the Original Lenders agreed to make available a term loan facility and a revolving credit facility pursuant to the Parent and others as the same may be varied, amended, modified, supplemented or replaced

"Fee Letter" means any letter or letters dated on or about the date of the Facility Agreement setting out any of the fees and/or commission referred to in the Facility Agreement

"Finance Document" means the Facility Agreement, any Ancillary Document, any Fee Letter, any Accession Letter, any Resignation Letter, the Intercreditor Agreement, the Security Documents, the Hedging Agreements (if any), and any other document designated as such by the Agent and the Chargor

"Finance Party" means the Agent, the Ancillary Lenders, the Arranger, the Security Trustee, a Lender, the Issuing Bank or a Hedge Counterparty.

"Financial Indebtedness" means any indebtedness for or in respect of:

- (a) monies borrowed;
- (b) any amount raised by acceptance under any acceptance credit facility or dematerialised equivalent;
- (c) any amount raised pursuant to any note purchase facility or the issue of bonds, notes, debentures, loan stock or any similar instrument;
- (d) the amount of any liability in respect of any lease or hire purchase contract which would, in accordance with the Accounting Principles, be treated as a finance or capital lease;
- (e) receivables sold or discounted (other than any receivables to the extent they are sold on a non-recourse basis);
- (f) any counter-indemnity obligation in respect of a guarantee or any other instrument issued by a bank or financial institution which is not cash collateralised;
- (g) any amount of any liability under an advance or deferred purchase agreement if (i) one of the primary reasons behind entering into the agreement is to raise finance or (ii) the agreement is in respect of the supply of assets or services and payment is due more than 90 days after the date of supply excluding any payments made by the Chargor pursuant to Schedule 8 of Acquisition Agreement A;
- (h) any amount raised under any other transaction (including any forward sale or purchase agreement) having the commercial effect of a borrowing;
- (i) the amount of any liability in respect of any guarantee for any of the items referred to in paragraphs (a) to (h) above; and

(j) any payment systems, business visa facilities or similar facilities made available to the Ancillary Borrowers by an Ancillary Lender from time to time.

"Fixtures" means in relation to any freehold or leasehold property charged by or pursuant to the Debenture, all fixtures and fittings (including trade fixtures and fittings) and fixed plant or machinery from time to time thereon owned by the Chargor or in which the Chargor has an interest to the extent of that interest

"Group" means the Parent and its Subsidiaries for the time being

"Group Shares" means all shares specified in Schedule 3 of the Debenture or in the Schedule to any Deed of Accession, or such of those shares as are specified against its name in Schedule 3 of the Debenture or as are specified in the Schedule to a Deed of Accession to which it is a party, together in each case with all other stocks, shares, debentures, bonds, warrants, coupons or other securities and investments now or in the future owned by the Chargor from time to time or any in which it has an interest

"Guarantor" means an Original Guarantor or an Additional Guarantor, unless it has ceased to be a Guarantor in accordance with the Facility Agreement

"Hedging Agreements" means agreements put in place by the Chargor with the Hedging Lender from time to time in accordance with the Facilities Agreement

"Hedge Counterparty" means a Lender or an Affiliate of a Lender which has become a party to the Intercreditor Deed as a Hedge Counterparty in accordance with the provisions of the Intercreditor Deed.

"Hedging Lender" means any Lender in its capacity as the provider of interest rate hedging under the Hedging Agreements (provided that its terms are competitive with those of other reputable providers of hedging facilities)

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

"Insurances" means all contracts and policies of insurance (including all cover notes) of whatever nature which from time to time are taken out or held by or on behalf of the Chargor or (to the extent of its relevant interest) in which the Chargor has an interest

"Intellectual Property" means all patents and patent applications, trade and/or service marks and trade and/or service mark applications (including any rights and interest of the Chargor in

those patent and trade and/or service marks and designes if any specified in Schedule 6 to the Debenture and/or any Schedule of Intellectual Property contained in any Deed of Accession by which such Chargor became a party hereto (where relevant) (and all goodwill associated with such applications), all brand and trade names, all copyrights and rights in the nature of copyright, all design rights, all rights in relation to internet domain names, all registered designs and applications for registered designs, all computer programs, all trade secrets, know-how and all other intellectual property rights, throughout the world, now or in the future owned by the Chargor or in which the Chargor shall have an interest together with the benefit of all present and future licences and agreements entered into or the benefit of which is enjoyed by the Chargor and all ancillary and connected rights relating to the use or exploitation of any of the aforementioned rights

"Intercreditor Agreement" means the agreement governing the rights of various secured and unsecured creditors of the Group entered into or to be entered into by all members of the Group, the Agent, the Security Trustee, the Finance Parties and others.

"Intercreditor Deed" means the intercreditor deed dated on or about the same date as the Facility Agreement and made between, amongst others, the Parent, the other Obligors and the Security Trustee.

"Intra-Group Loan Agreement" means an intra-group loan agreement dated 28 May 2004 and made between the Chargor and certain other members of the Group and any document or instrument evidencing any amounts outstanding thereunder together with any deeds of accession thereto

"Investment" means any negotiable instrument, certificate of deposit, debenture, share or other investment (as specified for the purposes of Section 22 of the Financial Services and Markets Act 2000 as at the date hereof including (without limitation and save where the context otherwise requires) the Group Shares) owned by the Chargor

"Issuing Bank" means HSBC Bank plc as issuing bank in respect of each Bank Guarantee

## "Lender" means:

- (a) any Original Lender; and
- (b) any bank, financial institution, trust, fund or other entity which has become a party in accordance with Clause 26 (*Changes to the Lenders*) of the Facility Agreement,

which, in each case, has not ceased to be a party in accordance with the terms of the Facility Agreement.

"Loan Notes A" means the £23,594,616.16 fixed rate unsecured guaranteed loan notes 2004-2008 constituted and to be issued or issued by the Parent pursuant to the Loan Note Instrument A in the agreed form in accordance with the provisions of Clause 3.2 of the Acquisition Agreement A and Clause 4.2 of the Acquisition Agreement B.

"Loan Notes B" means the fixed rate unsecured guaranteed loan notes 2004-2008 (if any) constituted and issued by the Parent pursuant to the Loan Note Instrument B in the agreed form in accordance with the provisions of Clause 3.3 and paragraph 2.1 of Schedule 7 of Acquisition Agreement A and Clause 4.3 and Schedule 3 of the Acquisition Agreement B.

"Loan Notes C" means the fixed rate unsecured guaranteed loan notes 2004-2008 (if any) constituted and to be issued or issued by the Parent pursuant to the Loan Note Instrument C in the agreed form in accordance with the provisions of Clause 3.5 and paragraph 4 of Schedule 8 of Acquisition Agreement A.

"Loan Note Guarantee" means Loans Note Guarantee A, Loan Note Guarantee B or Loan Note Guarantee C.

"Loan Note Guarantee A" means the guarantee in the agreed form in the Loan Note Instrument A to be issued or issued by the Issuing Bank to the holders of Loan Notes A in respect of the obligations of the Parent under Loan Notes A.

"Loan Note Guarantee B" means the guarantee in the agreed form in the Loan Note Instrument B to be issued or issued by the Issuing Bank to the holders of Loan Notes B in respect of the obligations of the Parent under Loan Notes B.

"Loan Note Guarantee C" means the guarantee in the agreed form in the Loan Note Instrument C to be issued or issued by the Issuing Bank to the holders of Loan Notes C in respect of the obligations of the Parent under Loan Notes C.

"Loan Note Instrument A" means the instrument executed by the Chargor pursuant to which the Loan Notes A are, or are to be, constituted in the agreed form.

"Loan Note Instrument B" means the instrument executed by the Chargor pursuant to which the Loan Notes B are, or are to be, constituted in the agreed form.

"Loan Note Instrument C" means the instrument executed by the Chargor pursuant to which the Loan Notes C are, or are to be, constituted in the agreed form.

"Obligor" means a Borrower or a Guarantor or a Chargor and "Obligors" shall be construed accordingly

"Original Guarantor" means each of the companies listed in Part I of Schedule I of the Facility Agreement as Original Guarantors

"Original Lenders" means HSBC Bank plc and The Governor and Chargor of the Bank of Scotland

"Parent" means Waco UK Limited registered in England and Wales with company number 00550485

"Permitted Financial Indebtness" means any financial indebtedness of the UK Group permitted in accordance with the terms of the Facility Agreement

# "Permitted Security" means:

- (a) any Security or guarantee granted in favour of the Security Trustee pursuant to the Finance Documents or an Ancillary Lender pursuant to the Ancillary Documents;
- (b) any security granted by any member of the UK Group in favour of HSBC Bank plc prior to the date of this Agreement;
- (c) any lien arising by operation of law and in the ordinary course of trading and not as a result of any default or omission by any member of the UK Group;
- (d) any netting or set-off arrangement entered into by any member of the UK Group with Ancillary Lender in the ordinary course of its banking arrangements for the purpose of netting debit and credit balances of members of the UK Group (including an Ancillary Facility which is an overdraft comprising more than one account) but only so long as (i) such arrangement does not permit credit balances of Obligors to be netted or set off against debit balances of members of the UK Group which are not Obligors and (ii) such arrangement does not give rise to other Security over the assets of Obligors in support of liabilities of members of the UK Group which are not Obligors;
- (e) any Security arising under any retention of title, hire purchase or conditional sale arrangement or arrangements having similar effect in respect of goods supplied to a member of the UK Group in the ordinary course of trading and on the supplier's standard or usual terms and not arising as a result of any default or omission by any member of the UK Group;
- (f) any Security or quasi-security other than a floating charge arising as a consequence of any finance lease permitted pursuant to paragraph (g) of the definition of "Permitted Financial Indebtedness".

"Receiver" means a received or receiver or manager of administrative receiver of the whole or any part of the Charged Property

"Resignation Letter" means a letter substantially in the form set out in Schedule 7 of the Facility Agreement

"Secured Parties" means each Finance Party from time to time party to this Agreement and any Receiver or Delegate and each Ancillary Lender.

"Secured Property" means all the assets, rights and property, goodwill and undertaking of the Chargor from time to time charged or otherwise the subject of any Security Interest created hereby or pursuant hereto which includes for the avoidance of doubt each Charging Company's rights and the Chargor's rights to or interest in any chose in action

"Security" means a mortgage, charge, pledge, lien, right of set off or other security interest securing any obligation of any person or any other agreement or arrangement having a similar effect

"Security Documents" means the Debenture or any Deed of Accession and all other documents or arrangements creating or evidencing any security, guarantee or other assurance in favour of a Finance Party in respect of the obligations of any Obligor under the Finance Documents

"Security Interest" means a mortgage, charge, pledge, lien, right of set-off or other security interest securing any obligation of any person or any other agreement or arrangement having a similar commercial effect

"Security Trustee" means HSBC Bank plc acting in its capacity as trustee and security agent for the Secured Parties (including itself) in relation to the Security Documents, or such other trustee and security agent as may from time to time be appointed in that capacity pursuant to the Finance Documents

"Subsidiary" means a subsidiary undertaking as defined pursuant to section 258 of the Companies Act 1985

"Target" means Interlink Support Services Limited, a company incorporated under the law of England and Wales with registered number 04039018

"Target Shares" means all of the shares of Target.

"Transaction Security Documents" means the Debenture and a cross guarantee in favour of the Ancillary Lender and any document required to be delivered to the Agent under paragraph 10 of Part II of Schedule 2 (*Conditions Precedent*) of the Facility Agreement together with any other document entered into by any Obligor creating or expressed to create any Security over all or any part of its assets in respect of the obligations of any of the Obligors under any of the Finance Documents.

"UK Group" means the Chargor, the Target and each of their respective Subsidiaries from time to time (other than Premier Building Group Limited) and the UK Parent.

"UK Parent" means AAF Industries Limited (Company Number: 03865868) whose registered office is at Catwick Lane, Brandesburton, Driffield, East Yorkshire, YO25 8RW





# CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No. 02341764

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A DEBENTURE DATED THE 6th SEPTEMBER 2004 AND CREATED BY AAF CONSULTANTS LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE BY EACH OBLIGOR TO THE SECURED PARTIES (OR ANY OF THEM) WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 17th SEPTEMBER 2004.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 21st SEPTEMBER 2004 .





