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CHFP041

COMPANIES FORM No. 395

Particulars of a mortgage or charge

A fee of £10 (£13 for forms delivered on or after 1 February 2005) is payable to Companies House in respect of each register entry for a mortgage or charge.

395

Please do not
write in
this margin

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

* Insert full name
of company

Pursuant to section 395 of the Companies Act 1985

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

For official use Company number

00400071
3

02840892

Name of company

* AEA Technology Battery Systems Ltd (the *Company*)

Date of creation of the charge

14 June 2005

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

Security Agreement (the *Security Agreement*) dated 14 June 2005 between, amongst others, AEA Technology Plc, the Company and Lloyds TSB Bank Plc as security agent for itself and as agent and security trustee on behalf of each of the Beneficiaries.

Amount secured by the mortgage or charge

The Facility Liabilities, the External Ancillary Liabilities, the Pensions Liabilities and any liabilities of the Obligors under the Guarantee and Security Trust Deed (the *Liabilities*).

All capitalised terms used in this Form 395 shall have the meaning given to them in Continuation Sheet Number 2 unless defined elsewhere in this Form 395.

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

Lloyds TSB Bank Plc
25 Gresham Street
London

Postcode EC2V 7HN

Presenter's name, address and
reference (if any):

Attn: Alen Mischkulnig
FRESHFIELDS BRUCKHAUS DERINGER
65 FLEET STREET, LONDON
UNITED KINGDOM EC4Y 1HS
DX 23 LONDON/CHANCERY LANE
Ref: CH/RG/LTSB/114748/0015

For official use (02/00)
Mortgage Section

Post room



LD2
COMPANIES HOUSE

0450
27/06/05

Time critical reference

Short particulars of all the property mortgaged or charged

For short particulars of all the property charged please see Continuation Sheet 1 attached to this Form 395.

Please do not
write in
this margin

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

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

Particulars as to commission allowance or discount (note 3)

Nil

Signed

Paul John South Range

Date

27/6/05

On behalf of ~~[company]~~ mortgagee/chargee†

Notes

† Delete as
appropriate

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. A fee of £10 (£13 for forms delivered on or after 1 February 2005) is payable to Companies House in respect of each register entry for a mortgage or charge. 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 CF4 3UZ.

CONTINUATION SHEET NUMBER 1

Particulars of all the Property Mortgaged or Charged

1. FIXED SECURITY

1.1 Fixed security over specified assets

Each Chargor as continuing security for the payment, discharge and performance of all Secured Liabilities at any time owed or due to the Beneficiaries (or any of them), charges in favour of the Security Agent (as agent and trustee for the Beneficiaries) by way of first fixed charge:

- (a) all Real Property now belonging to it and all Real Property acquired by it in the future; ✓
- (b) (to the extent that they are not Fixtures) all plant, machinery, computers, vehicles, office or other equipment now or in the future owned by it and its interest in any plant, machinery, computers, vehicles, office or other equipment in its possession (but excluding any for the time being part of such Chargor's stock in trade or work in progress) and the benefit of all contracts, licences and warranties relating to them; ✓
- (c) all moneys (including interest) from time to time standing to the credit of the Cash Collateral Account;
- (d) to the extent the same are not effectively assigned under paragraph 2 (Assignments) all rights and benefits in respect of the assets which are specified in that paragraph;
- (e) all Insurance Policies and all related proceeds, claims of any kind, returns of premium and other benefits;
- (f) its present and future goodwill; ✓
- (g) its present and future uncalled capital; ✓
- (h) the benefit of all present and future licences, permissions, consents and authorisations (statutory or otherwise) held by it in connection with its business or the use of any of the Security Assets and the right to recover and receive all compensation which may at any time become payable to it in respect of such present and future licences, permissions, consents and authorisations (to the extent that the creation or subsistence of such charge is not prohibited by statute or by regulation made under such statute or by the operation of law or by the express terms of the relevant licence, consent or authorisation);
- (i) rights to recover any VAT on any supplies made to it relating to the Security Assets and any sums so recovered (to the extent that the creation or subsistence of such charge is not prohibited by statute or by regulation made under such statute or by the operation of law);
- (j) book debts and, to the extent that a Chargor is not prohibited from granting such charge, other debts and monetary claims due or owing to a Chargor and all rights relating to such debts including all guarantees, Security Interests or other remedies for or attaching to such debts;

- (k) rights in respect of the proceeds of any order of the court made pursuant to sections 238(3), 239(3) or 244 of the Insolvency Act 1986; and
- (l) (to the extent the same are not effectively mortgaged or charged pursuant to paragraph 1.2 (Fixed Security over Group Shares) all Investments and Investment Rights held by it.

1.2 Fixed security over Group Shares

Each Chargor as continuing security for the payment, discharge and performance of all the Secured Liabilities at any time owed or due to the Beneficiaries (or any of them) charges in favour of the Security Agent (as agent and trustee for the Beneficiaries):

- (a) by way of first legal mortgage all Group Shares held now or in the future by it and/or any nominee on its behalf;
- (b) (to the extent the same are not the subject of an effective legal mortgage under paragraph (a)) by way of first fixed charge all Group Shares held now or in the future by it and/or any nominee on its behalf; and
- (c) by way of first fixed charge all Group Shares Rights accruing to all or any of the Group Shares held now or in the future by it and/or any nominee on its behalf.

2. ASSIGNMENTS

Each Chargor as continuing security for the payment, discharge and performance of the Secured Liabilities at any time owed or due to the Beneficiaries (or any of them), assigns and agrees to assign to the Security Agent (as agent and trustee for the Beneficiaries) absolutely all its right, title, interest and benefit (if any) in and to all present and future:

- (a) chattels hired, leased or rented by a Chargor to any person together in each case with the benefit of the related hiring, leasing or rental contract and any guarantee, indemnity or other Security Interest provided in respect of the performance of the obligations or any person under or in respect of such contract; and
- (b) Net Proceeds received in connection with any disposal and the right to make demand for and to receive the same provided that all Net Proceeds so received shall be capable of being applied in accordance with the Credit Agreement.

3. FLOATING CHARGES

3.1 Creation of floating charges

- (a) Each Chargor as continuing security for the payment, discharge and performance of the Secured Liabilities, charges in favour of the Security Agent (as agent and trustee for the Beneficiaries) by way of a first floating charge all its undertaking and assets of whatever type and wherever located both present and future, (including all assets located in Scotland or otherwise governed by Scots Law) subject always to all mortgages and fixed charges created by or pursuant to paragraph 1 (*Fixed Security*) and all security assignments created by or pursuant to paragraph 2 (*Assignments*) or any other provision of the Security Agreement.
- (b) Without prejudice to Clause 12.2 (*Further security*) of the Security Agreement, the floating charge referred to in this paragraph shall not apply to any Security Asset

belonging to a Chargor if and to the extent that that Chargor is prohibited from granting a floating charge over such Security Asset.

3.2 Restrictions on dealing

The Chargor undertakes to each Beneficiary that, save as expressly permitted under the terms of the Creditor Documents, it will not create or permit to subsist any Security Interest over all or any part of its assets, rights or property or agree to do so other than pursuant to the Security Agreement or any other Security Document.

3.3 Qualifying Floating Charge

The floating charges granted by the Chargors pursuant to Clause 3.1 (*Creation of floating charges*) are “qualifying floating charges” for the purposes of paragraph 14.2(a) of schedule B1 to the Insolvency Act 1986, as amended by the Enterprise Act 2002.

CONTINUATION SHEET NUMBER 2

Definitions

Accession Document means a document substantially in the form set out in Schedule 4 (*Accession Document*) of the Guarantee and Security Trust Deed executed or to be executed by a person becoming a party to the Guarantee and Security Trust Deed pursuant to Clause 23 (*Accession*) of the Guarantee and Security Trust Deed.

Accession Letter means a document substantially in the form set out in Schedule 6 (*Form of Accession Letter*) of the Credit Agreement.

Additional Borrower means a company which becomes an Additional Borrower in accordance with Clause 29 (*Changes to the Obligors*) of the Credit Agreement.

Ancillary Document means a document setting out the terms on which Ancillary Facilities are made available.

Ancillary Facilities means the overdraft or other current account facilities made available by an Ancillary Lender by designating a portion of its Commitment (as defined in the Credit Agreement) in accordance with Clause 8.1 (*Ancillary Facilities*) of the Credit Agreement.

Ancillary Lender means a Lender under Facility C (as defined in the Credit Agreement) in its capacity as the provider of the Ancillary Facilities.

Arranger means Lloyds TSB Bank plc, The Governor and Company of the Bank of Scotland, Allied Irish Banks, p.l.c. and The Royal Bank of Scotland plc as mandated lead arrangers(s) (whether acting individually or together).

Associated Liabilities means, in relation to any obligation or liability:

- (a) any refinancing, novation, refunding, deferral or extension of that obligation or liability;
- (b) any claim for breach of representation, warranty, undertaking or in respect of an event of default or under an indemnity in connection with that obligation or liability;
- (c) any further advance which may be made under any agreement supplemental to any relevant agreement plus all related interest, fees, costs and expenses;
- (d) any claim for damages or restitution in the event of rescission of that obligation or liability or otherwise in connection with any relevant agreement;
- (e) any claim against any Obligor flowing from any recovery by an Obligor or any other person of a payment or discharge in respect of that obligation or liability on the grounds of preference or otherwise; and
- (f) any amounts (such as post-insolvency interest) which would be included in any of the above but for any discharge, non-provability, unenforceability or non-allowability of an obligation or liability in any insolvency or other proceedings.

Beneficiary means each of the Creditors, the Security Agent and the Facility Agent (together the *Beneficiaries*).

Borrower means an Original Borrower or an Additional Borrower unless it has ceased to be a Borrower in accordance with Clause 29 (*Changes to the Obligors*) of the Credit Agreement.

Cash Collateral Account means an account (bearing interest at a rate comparable to similar accounts maintained with comparable balances by corporate customers) with a Finance Party in the name of a Borrower:

- (a) identified as such in writing to the Security Agent;
- (b) subject to a first ranking fixed security interest; and
- (c) from which withdrawals may only be made to pay a Finance Party amounts due and payable in respect of which deposits were made to that account.

Chargor means each of AEA Technology plc, Accentus plc, AEA Technology Battery Systems Limited, AEA Technology International Limited, nCode International Limited, Risksol Consulting Limited and Lexware International Limited.

Contributing Employers means AEA Technology plc, Accentus plc, AEA Technology Battery Systems Limited and Risksol Consulting Limited.

Credit Agreement means the Credit Agreement dated 14 June 2005 between, among others AEA Technology plc and the Facility Creditors.

Creditor Documents means each of the External Ancillary Documents, the Facility Documents and the Scheme Documents.

Creditors means the Facility Creditors, the External Ancillary Providers and the Scheme Trustee under the Guarantee and Security Trust Deed and any other person (in such capacities) who accedes to the Guarantee and Security Trust Deed by executing an Accession Document.

External Ancillary Documents means any document setting out the terms of an External Ancillary Facility.

External Ancillary Facility means any BACS, foreign exchange or other facility or financial accommodation (other than overdraft, letter of credit or bonding facilities) provided by an External Ancillary Provider to a member of the Group other than pursuant to the Facility Documents.

External Ancillary Liabilities means any and all present and future sums, liabilities and obligations (actual and contingent) owing by any Obligor to an External Ancillary Provider under the External Ancillary Documents or the Guarantee and Security Trust Deed together with all related Associated Liabilities.

External Ancillary Provider means Lloyds TSB Bank plc, The Governor and Company of the Bank of Scotland, Allied Irish Banks, p.l.c., The Royal Bank of Scotland plc and any other person who becomes an External Ancillary Provider after the date of the Guarantee and Security Trust Deed in accordance with an Accession Document.

Facility Agent means Lloyds TSB Bank plc in its capacity as such under the Credit Agreement.

Facility Creditor means a Priority Facility Creditor and/or a Non-Priority Facility Creditor.

Facility Documents means the Finance Documents.

Facility Liabilities means any and all present and future sums, liabilities and obligations (actual and contingent) owing by any Obligor to a Facility Creditor under the Facility Documents or the Guarantee and Security Trust Deed together with all related Associated Liabilities.

Fee Letter means any letter or letters dated on or about the date of the Credit Agreement between the Arranger and AEA Technology plc (or the Facility Agent and AEA Technology plc) setting out any fees.

Finance Documents means the Credit Agreement, any Fee Letter, any Accession Letter, the Ancillary Documents, any Transfer Certificate, any Security Document, any Resignation Letter, the Warrant Instrument, the Guarantee and Security Trust Deed and any other document designated as such by the Facility Agent and AEA Technology plc.

Finance Party means the Facility Agent, the Security Agent, the Arranger, an Ancillary Lender, an Issuing Bank or a Lender.

Fixtures means fixtures, fittings (including trade fixtures and fittings) and fixed plant machinery and apparatus.

Group means AEA Technology plc and its Subsidiaries from time to time.

Group Share Rights means, in relation to the Group Shares, all dividends and other distributions paid or payable after the date of the Security Agreement on all or any of the Group Shares and all stocks, shares, securities (and the dividends or interest thereon), rights, money, allotments, benefits 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, conversion or exchange for any of the Group Shares.

Group Shares means the entire share capital of Kinectrics Inc., being 1,000 common shares.

Guarantee and Security Trust Deed means the guarantee and security trust deed dated 14 June 2005 between, amongst others, the Chargors and the Beneficiaries.

Insurance Policies means all contracts and policies of insurance (including for the avoidance of doubt, all cover notes) of whatever nature which are from time to time taken out by or on behalf of any Chargor or (to the extent of such interest) in which any Chargor has an interest.

Investments means all physical stocks and shares (other than Group Shares), options, debentures, bonds, warrants, coupons, certificates or other securities and investments or, where relevant, the right, title, interest and benefit in and to such assets now or in the future owned or held by any Chargor.

Investments Rights means, in relation to the Investments, all dividends, coupons and other distributions paid or payable after the date of the Security Agreement on all or any of the Investments and all stocks, shares, securities (and the dividends or interest thereon), rights, money, allotments, benefits, advantages 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 Investments or in substitution, conversion or exchange for any of the Investments.

Issuing Bank means Lloyds TSB Bank plc and The Royal Bank of Scotland plc and any other Lender that agrees to become such an issuer in accordance with Clause 6.7 (*Issue of Letters of Credit*) of the Credit Agreement.

Lender means:

- (a) Lloyds TSB Bank plc;
- (b) The Governor and Company of the Bank of Scotland;
- (c) Allied Irish Banks, p.l.c.;
- (d) The Royal Bank of Scotland plc; and
- (e) any bank, financial institution, trust, fund or other person which has become a party in accordance with Clause 28 (*Changes to the Lenders*) of the Credit Agreement,

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

Net Proceeds means, in relation to a disposal, the total consideration received by members of the Group in respect of the disposal of all or any part of the assets of any member of the Group and, if the recipient is not a wholly-owned Subsidiary of a member of the Group, the proceeds proportionate to the interest held by the Group in the recipient (including the amount of any debt owed to continuing members of the Group by any member of the Group disposed of which debt is repaid to or assumed by continuing members of the Group in connection with that disposal and any amount owed to and set off by any purchaser of assets in connection with the disposal) less taxes and reasonable costs and expenses incurred by continuing members of the Group in connection with that disposal and payments in respect of pensions liabilities solely relating to the assets disposed of required to be paid by continuing members of the Group as a result only of the terms of the sale and purchase agreement relating to that disposal.

Non-Priority Facility Creditor means the Facility Agent, the Arranger, the Security Agent (if the Priority Facility Discharge Date has occurred), Lloyds TSB Bank plc, The Governor and Company of the Bank of Scotland, Allied Irish Banks, p.l.c., The Royal Bank of Scotland plc and any other person who becomes a Non-Priority Facility Creditor after the date of the Guarantee and Security Trust Deed in accordance with an Accession Document.

Obligor means AEA Technology plc, Accentus plc, AEA Technology Battery Systems Ltd, AEA Technology International Limited, nCode International Ltd, Risksol Consulting Ltd, AEA Technology Engineering Services, Inc., AEA Technology Inc., AEA Technology QSA Inc., Kinectrics US Inc., nCode International, Inc., Kinectrics Inc., Kinectrics International Inc., Kinectrics North America, Inc., AEA Technology QSA GmbH, nCode GmbH, Lexware International Ltd and any other person who accedes to the Guarantee and Security Trust Deed by executing an Accession Document as an Obligor.

Original Borrower means AEA Technology plc, Accentus plc, AEA Technology Battery Systems Limited, AEA Technology International Limited, nCode International Limited, Risksol Consulting Limited and Lexware International Ltd.

Original Guarantor means AEA Technology plc and, upon accession as such, Accentus plc, AEA Technology Battery Systems Limited, AEA Technology International Limited, nCode International Limited, Risksol Consulting Limited, AEA Technology Engineering Services,

Inc., AEA Technology Inc., AEA Technology QSA Inc., Kinectrics US Inc., nCode International, Inc., Kinectrics Inc., Kinectrics International Inc., Kinectrics North America, Inc., AEA Technology QSA GmbH, nCode GmbH and Lexware International Ltd.

Pensions Liabilities means any and all present and future sums, liabilities and obligations (actual, prospective and contingent) owing by any Contributing Employer to fund the Scheme under section 75 and 75A Pensions Act 1995 together with all related Associated Liabilities.

Priority Facility Creditor means the Facility Agent, the Arranger, the Security Agent (unless the Priority Facility Discharge Date has occurred), Lloyds TSB Bank plc, The Governor and Company of the Bank of Scotland, Allied Irish Banks, p.l.c., The Royal Bank of Scotland plc and any other person who becomes a Priority Facility Creditor after the date of the Guarantee and Security Trust Deed in accordance with an Accession Document.

Priority Facility Discharge Date means the date on which the Security Agent (acting reasonably) is satisfied that all Priority Facility Liabilities have been fully paid and discharged and all commitments in respect of the Priority Facility Liabilities have been cancelled and no Obligors have any actual or contingent payment obligations under any Facility Document or the Guarantee and Security Trust Deed in respect of the Priority Facility Liabilities.

Priority Facility Liabilities means any and all present and future sums, liabilities and obligations (actual and contingent) owing by any Obligor to any Facility Creditor under the Facility Documents in respect of Facility A (as defined in the Credit Agreement) together with all related Associated Liabilities.

Real Property means freehold and leasehold property in England and Wales and heritable property in Scotland and other real property anywhere in the world (in case including any estate or interest therein, all rights from time to time attached or relating thereto and all Fixtures from time to time therein or thereon).

Resignation Letter means a letter substantially in the form set out in Schedule 7 (*Form of Resignation Letter*) of the Credit Agreement.

Scheme means the AEA Technology Pension Scheme, governed by the Scheme Documents.

Scheme Documents means the definitive deed and rules dated 25 September 1996 (as amended from time to time) relating to the Scheme.

Scheme Trustee means AEAT Pension Trustees Limited, whose registered office is at 329 Harwell, Didcot, Oxfordshire, OX11 0RA (as sole trustee of the Scheme).

Secured Liabilities means the Liabilities (as defined above).

Security Agent means Lloyds TSB Bank plc or a successor appointed in accordance with the Guarantee and Security Trust Deed.

Security Assets means all and any of the assets, rights, interests, undertaking and property of the Chargors the subject of any security created or expressed to be created by or pursuant to the Security Agreement.

Security Documents means:

- (a) English law governed fixed and floating charge debenture dated 14 June 2005 granted by AEA Technology plc and each other Obligor incorporated in the UK;

- (b) New York law governed share pledge dated 14 June 2005 granted by AEA Technology plc, AEA Technology Inc. and Kinectrics North America, Inc. in relation to the issued share capital of AEA Technology Inc., AEA Technology Engineering Services Inc., AEA Technology QSA Inc., Kinectrics US Inc., and nCode International Inc.;
- (c) English law governed share pledge over the entire issued share capital of Kinectrics International Inc. and Kinectrics North America, Inc. dated 14 June 2005 granted by Kinectrics Inc.;
- (d) German law governed share pledge over the entire issued share capital of nCode GmbH dated 13 June 2005 granted by nCode International Limited;
- (e) German law governed share pledge over the entire issued share capital of AEA Technology QSA GmbH dated 13 June 2005 granted by AEA Technology plc;
- (f) Scottish law governed share pledge over the entire issued share capital of Lexware International Limited dated 14 June 2005 granted by AEA Technology plc;
- (g) any other document providing for a guarantee or Security Interest in favour of the Finance Parties (or any of them) in respect of the obligations of one or more Obligor under the Finance Documents; and
- (h) every other document entered into by any Chargor pursuant to or in connection with the Security Agreement.

Security Interest means any mortgage, charge, standard security, pledge, lien, hypothecation, security assignment, assignation in security or other security interest or any other agreement, trust or arrangement (including a right of set-off or combination) having a similar effect.

Subsidiary means, in relation to a person, an entity of which that person owns directly or indirectly more than 50 per cent. of the share capital or whose management and policies that person directly or indirectly has the power to direct whether through the ownership of shares, contract or otherwise.

Transfer Certificate means a certificate substantially in the form set out in Schedule 5 (*Form of Transfer Certificates*) of the Credit Agreement or any other form agreed between the Facility Agent and AEA Technology plc.

Warrant Instrument means the share warrant instrument in the agreed terms executed as a deed poll by AEA Technology plc in favour of the Lenders on or around the date of the Credit Agreement.

FILE COPY



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No. 02840892

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A SECURITY AGREEMENT DATED THE 14th JUNE 2005 AND CREATED BY AEA TECHNOLOGY BATTERY SYSTEMS LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM ANY OBLIGOR TO A FACILITY CREDITOR AND TO AN EXTERNAL ANCILLARY PROVIDER AND ALL MONIES DUE OR TO BECOME DUE FROM ANY CONTRIBUTING EMPLOYER UNDER THE TERMS OF THE AFOREMENTIONED INSTRUMENT CREATING OR EVIDENCING THE CHARGE WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 27th JUNE 2005.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 2nd JULY 2005.

P. Ceri



Companies House

— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES