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**CHFP025**

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

\* insert full name  
of Company

**COMPANIES FORM No. 395****Particulars of a mortgage or charge**

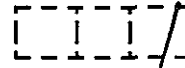
A fee of £10 is payable to Companies House in respect  
of each register entry for a mortgage or charge.

Pursuant to section 395 of the Companies Act 1985

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

For official use

Company number



004084394

Name of company

\* Britax German Holdings Limited (the "Company")

Date of creation of the charge

23 August 2001

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

Security Accession Deed dated 23 August 2001 (the "Security Accession Deed") between the Company, Seton House Group Limited (the "Parent") and Lehman Commercial Paper Inc (the "Security Agent") supplemental to a debenture dated 4 July 2001 between amongst others, the Payment, the Charging Companies named therein and the Security Agent (the "Debenture")

Amount secured by the mortgage or charge

All money or liabilities due, owing or incurred to any Secured Party by any Charging Company or any other Obligor under any Finance Document at present or in the future, in any manner whether actual or contingent, whether incurred solely or jointly with any other person and whether as principal or surety, together with all interest accruing thereon and including all liabilities in connection with any notes, bills or other instruments accepted by any Secured Party for or at the request of an Obligor and all losses incurred by any Secured Party in connection therewith except for any money or liability which, if it were so included, would cause the infringement of section 151 of the Companies Act 1985 (the "Indebtedness").

Please see Continuation Sheets 8-10 (inclusive) for defined terms.

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

Lehman Commercial Paper Inc.  
3 World Finance Center, 10th Floor  
2000 Vessex Street, New York  
(the "Security Agent")

Postcode NY 10285

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

Ashurst Morris Crisp  
Broadwalk House  
5 Appold Street  
London  
EC2A 2HA

MXT/L79400040/2337224

Time critical reference

For official Use  
Mortgage Section

Post room



LD2  
COMPANIES HOUSE

\*LVBX30Y\*

0313  
31/08/01

Please see Continuation Sheets 1-7 (inclusive) for short particulars of all the property mortgaged or charged and Continuation Sheets 8-10 (inclusive) for defined terms.

Please do not write in this margin

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

Particulars as to commission allowance or discount (note 3)

Nil

Signed Andrew Morgan Date 29/08/01

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

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

† 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 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

**1. CHARGING CLAUSE**

1.1 By clause 2.2 (Fixed charges) of the Security Accession Deed, the Company, as continuing security for the payment of the Indebtedness, charged in favour of the Security Agent with full title guarantee the following assets, both present and future, from time to time owned by it or in which it has an interest:

- (a) by way of first legal mortgage all freehold and leasehold property (including the property specified on continuation sheet 7) together with all buildings and fixtures (including trade fixtures) on that property;
- (b) by way of first equitable mortgage all the Subsidiary Shares and Investments and all corresponding Distribution Rights;
- (c) by way of first fixed charge:
  - (i) all other interests (not charged under clauses 2.2(a) of the Security Accession Deed) in any freehold or leasehold property, the buildings and fixtures (including trade fixtures) on that property, 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;
  - (ii) all plant, machinery, vehicles, computers, office and other equipment and the benefit of all contracts, licences and warranties relating thereto;
  - (iii) all Book Debts and all rights and claims against third parties and against any security in respect of those Book Debts;
  - (iv) (subject to clause 8.4(b) (Collection of Book Debts) of the Debenture) all monies standing to the credit of any and all its accounts (including the Cash Collateral Accounts) with any bank, financial institution, or other person;
  - (v) all its Intellectual Property Rights;
  - (vi) the benefit of all consents and agreements held by it in connection with its business or the use of any of its assets;
  - (vii) its goodwill and uncalled capital;
  - (viii) if not effectively assigned by clause 2.4 (Security assignment) of the Security Accession Deed, all its rights and interests in (and claims under) the Assigned Agreements.

1.2 By clause 2.3 (Floating charge) of the Security Accession Deed, as further continuing security for the payment of the Indebtedness, the Company charged with full title guarantee in favour of the Security Agent (for the benefit of itself and the other Secured Parties) by way of first floating charge all its assets, both present and future, not effectively charged by way of first fixed charge under clause 2.2 (Fixed charges) of the Security Accession Deed or assigned under clause 2.4 (Security Assignment) of the Security Accession Deed, including heritable property and all other assets in Scotland.

1.3 By clause 2.4 (Security assignment) of the Security Accession Deed, as further continuing security for the payment of the Indebtedness, the Company assigned absolutely to the Security Agent all its rights, title

and interest in the Assigned Agreements identified on continuation sheet 7, provided that on payment or discharge in full of the Indebtedness the Security Agent will at the request and cost of the Company re-assign the Assigned Agreements to the Company (or as it shall direct).

1.4 By clause 3.1 (Fixed charges) of the Debenture (also clause 2.2 of the Security Accession Deed), the Company, as security for the payment of the Indebtedness, charged in favour of the Security Agent with full title guarantee the following assets, both present and future, from time to time owned by it or in which it has an interest:

- (a) by way of first legal mortgage all freehold and leasehold property (including the property specified in continuation sheet 7) together with all buildings and fixtures (including trade fixtures) on that property;
- (b) by way of first equitable mortgage all the Subsidiary Shares and Investments and all corresponding Distribution Rights;
- (c) by way of first fixed charge:
  - (i) all other interests (not charged under clause 3.1(a) of the Debenture) in any freehold or leasehold property, the buildings and fixtures (including trade fixtures) on that property, all proceeds of sale derived therefrom and the benefit of all warranties and covenants given in respect thereof and all licences to enter upon or use land and the benefit of all other agreements relating to land;
  - (ii) all plant, machinery and other fixed equipment and the benefit of all contracts, licences and warranties relating thereto;
  - (iii) all Book Debts and all rights and claims against third parties and against any security in respect of Book Debts;
  - (iv) (subject to clause 8.4(b) (Collection of book debts) of the Debenture) all monies standing to the credit of its accounts (including the Cash Collateral Accounts) with any bank, financial institution or other person;
  - (v) all its Intellectual Property Rights;
  - (vi) the benefit of all consents and agreements held by it in connection with the use of any of its assets;
  - (vii) its goodwill and uncalled capital;
  - (viii) if not effectively assigned by clause 3.3 (Security assignment) of the Debenture (also clause 2.4 of the Security Accession Deed), all its rights and interests in (and claims under) the Assigned Agreements.

1.5 By clause 3.2 (Floating charge) of the Debenture (also clause 2.3 of the Security Accession Deed), as further security for the payment of the Indebtedness, the Company charged with full title guarantee in favour of the Security Agent (for the benefit of itself and the other Secured Parties) by way of first floating charge all its present and future assets not effectively charged by way of first fixed charge under clause 3.1 (Fixed charges) of the Debenture (also clause 2.2 of the Security Accession Deed) or assigned under

clause 3.3 (Security assignment) of the Debenture (also clause 2.4 of the Security Accession Deed), including heritable property and all other assets in Scotland.

1.6 By clause 3.4 (Conversion of floating charge) of the Debenture

If:

- (a) a Declared Default occurs; or
- (b) the Security Agent is of the view that any legal process or execution is being enforced against any Floating Charge Asset or that any Floating Charge Asset is in danger of being seized or otherwise in jeopardy,

the Security Agent may, by notice to the Company, convert the floating charge created under the Debenture into a fixed charge as regards those assets which it specifies in the notice. The Company shall thereupon promptly execute a fixed charge or legal assignment over those assets in the form which the Security Agent requires.

1.7 By clause 3.5 (Automatic conversion of floating charge) of the Debenture, if the Company creates (or purports to create) any Security Interest (except as permitted by the Senior Credit Agreement and the Mezzanine Loan Agreement or with the prior consent of the Security Agent) on or over any Floating Charge Asset without the prior consent in writing of the Security Agent, or if any third party levies or attempts to levy any distress, attachment, execution or other legal process against any Floating Charge Asset, the floating charge created under the Debenture will automatically (without notice) and immediately be converted into a fixed charge over the relevant Floating Charge Asset.

1.8 By clause 3.6 (Leases restricting charging) of the Debenture:

- (a) There was excluded from the charge created by clause 3.1 (Fixed charges) of the Debenture (also clause 2.2 of the Security Accession Deed) and from the operation of clause 5 (Further assurance) of the Debenture any leasehold property held by the Company under a lease which either precludes absolutely or conditionally (including requiring the consent of any third party) the Company from creating any charge over its leasehold interest in that property (each an "Excluded Property") until the relevant condition or waiver has been satisfied or obtained.

For each Excluded Property, the Company undertook to apply for the relevant consent or waiver of prohibition or condition within fourteen days of the date of execution of the Security Accession Deed and, in respect of each Excluded Property which provides that the relevant third party will not unreasonably withhold its consent to charging, to use all reasonable endeavours to obtain that consent as soon as possible and to keep the Security Agent informed of the progress of its negotiations.

- (b) Forthwith upon receipt of the relevant waiver or consent, the relevant formerly Excluded Property shall stand charged to the Security Agent under clause 3.1 (Fixed charges) of the Debenture (also clause 2.2 of the Security Accession Deed). If required by the Security Agent at any time following receipt of that waiver or consent, the Company will execute a valid legal mortgage in such form as the Security Agent shall reasonably require.

1.9 By clause 3.7 (Intellectual Property Rights restricting charging) of the Debenture:

- (a) There was excluded from the charge created by clause 3.1 (Fixed charges) of the Debenture (also clause 2.2 of the Security Accession Deed) and from the operation of clause 5 (Further assurance)

of the Debenture any Intellectual Property Right in which the Company has an interest under any licence or other agreement which either precludes absolutely or conditionally (including requiring the consent of any third party) the Company from creating any charge over its interest in that Intellectual Property (each an "Excluded Intellectual Property Right") until the relevant condition or waiver has been satisfied or obtained.

- (b) For each Excluded Intellectual Property Right, the Company undertook to apply for the relevant consent or waiver of prohibition or condition within twenty-one days of the date of execution of a Security Accession Deed by it and, in respect of any licence or agreement which provides that the relevant third party will not unreasonably withhold its consent to charging (for this purpose a "Relevant Intellectual Property Right"), to use its best endeavours to obtain such consent as soon as possible and to keep the Security Agent informed of the progress of its negotiations.
- (c) Forthwith upon receipt of the relevant waiver or consent, the relevant formerly Excluded Intellectual Property Right shall stand charged to the Security Agent under clause 3.1 (Fixed charges) of the Debenture (also clause 2.2 of the Security Accession Deed). At any time following receipt of that waiver or consent or, in respect of any Relevant Intellectual Property Right, if earlier, the date falling sixty days after the date of the Debenture, the Company will, if required by the Security Agent, forthwith execute a valid fixed charge or legal assignment in such form as the Security Agent shall require.

## 2. FURTHER ASSURANCE

### 2.1 By clause 5.1 (General) of the Debenture:

- (a) The Company will, at its own expense, promptly following request by the Security Agent, execute such deeds and other agreements and otherwise take whatever action the Security Agent may reasonably require:
  - (i) to perfect and/or protect the security created (or intended to be created) by the Debenture;
  - (ii) to facilitate the realisation or enforcement of such security;
  - (iii) to facilitate the exercise of any of the Security Agent's rights, powers or discretions under the Debenture; and/or
  - (iv) to confer on the Security Agent security over any of its assets (in whatever jurisdiction situated) equivalent or similar to the security intended to be conferred by the Debenture,

including the conversion of charges to assignments, equitable security to legal security, the execution of any transfer, conveyance, assignment or assurance whatsoever and the giving of all notices, orders, instructions and directions whatsoever.

- (b) Any security document required to be executed by the Company under clause 5.1 of the debenture will contain clauses corresponding to the provisions set out in the Debenture.

### 2.2 By clause 5.2 (H.M. Land Registry) of the Debenture:

- (a) In relation to real property charged by way of legal mortgage under the Debenture situated in England and Wales, the Company thereby applied to the Chief Land Registrar for a restriction to be entered on the Register of Title of all that real property (including any unregistered properties

subject to compulsory first registration at the date of the Debenture) and agreed to apply for such a restriction, when requested to do so by the Security Agent, in the following terms:

"Except under an Order of the Registrar, no disposition by the proprietor of the land or charge or other security interest is to be registered without the consent of the proprietor for the time being of *[the charge hereby created]*".

- (b) Subject to the terms of the Senior Credit Agreement and the Mezzanine Loan Agreement, the Senior Lenders and the Mezzanine Lenders respectively were under an obligation to make further advances to Obligors and the security had been made for securing those further advances. The Security Agent hereby applied to the Chief Land Registrar in the following terms:

"*[Description of the Lenders]* are under an obligation to make further advances and an application is made to the Registrar for a note to be entered on the register to that effect."

- (c) In respect of any part of the Charged Property title to which is registered at H.M. Land Registry, it was certified that the security created by the Debenture did not contravene any of the provisions of the memorandum or articles of association of any Charging Company.

- 2.3 By clause 5.3 (Register of trade marks) of the Debenture, the Company as registered proprietor of a trademark charged under the Debenture appointed the Security Agent as its agent to apply for the particulars of the Debenture and of the Secured Parties' interest in its existing trade marks and trade mark applications and any future trade marks or trade mark applications registered or to be registered in the United Kingdom in the name of the Company, to be made on the Register of Trade Marks under section 25(1) of the Trade Marks Act 1994, and the Company agreed to execute all documents and forms required to enable those particulars to be entered on the Register of Trade Marks.

### 3. **NEGATIVE PLEDGE AND DISPOSAL RESTRICTIONS**

By clause 6 (Negative Pledge and Disposal Restrictions) of the Debenture, the Company may not:

- (a) create or agree to create or permit to subsist any Security Interest over all or any part of the Charged Property;
- (b) sell, transfer, lease out, lend or otherwise dispose of all or any part of the Charged Property (other than Floating Charge Assets on arm's length terms in the ordinary course of trading) or the right to receive or to be paid the proceeds arising on the disposal of the same, or agree or attempt to do so; or
- (c) dispose of the equity of redemption in respect of all or any part of the Charged Property,

except as permitted by the Senior Credit Agreement and the Mezzanine Loan Agreement or with the prior consent of the Security Agent (not to be unreasonably withheld).

### 4. **ATTORNEY**

By clause 9 (Attorney) of the Debenture, the Company, by way of security, irrevocably and severally appointed the Security Agent, each Receiver and any person nominated for the purpose by the Security Agent or any Receiver (in writing and signed by an officer of the Security Agent or Receiver) as its attorney (with full power of substitution and delegation) in its name and on its behalf and as its act and deed to execute, seal and deliver (using the company seal where appropriate) and otherwise perfect and do

Form 395

Continuation Sheet 6

Britax German Holdings Limited

Company Number: 004084394

any deed, assurance, agreement, instrument, act or thing which it ought to execute and do under the terms of the Debenture, or which may be required or deemed proper in the exercise of any rights or powers conferred on the Security Agent or any Receiver under the Debenture or otherwise for any of the purposes of the Debenture, and the Company covenanted with the Security Agent and each Receiver to ratify and confirm all such acts or things made, done or executed by that attorney.



Form 395  
Continuation Sheet 7  
Britax German Holdings Limited  
Company Number: 004084394

**Details of Freehold and Leasehold Property**

**Details of Subsidiary Shares**

**Assigned Agreements**

## DEFINITIONS

**"Assigned Agreements"** means the Hedging Agreements, the Insurances and the Key Person Policies;

**"Book Debts"** means all book and other debts and monetary claims owed to a Charging Company;

**"Borrower"** means the Principal Borrower and each other Group Company which becomes a borrower under the Senior Credit Agreement in accordance with clause 18.1 (Additional Borrowers) of the Senior Credit Agreement;

**"Cash Collateral Accounts"** means the Cash Collateral Accounts as defined in the Senior Credit Agreement and the Mezzanine Loan Agreement;

**"Charged Property"** means the assets mortgaged, charged or assigned to the Security Agent by the Debenture;

**"Charging Companies"** means the Parent, each of the companies listed in the Debenture and each company which grants security over its assets in favour of the Security Agent by executing a Security Accession Deed;

**"Distribution Rights"** means all dividends, distributions and other income paid or payable on an Investment or Subsidiary Share, together with all shares or other property derived from that Investment or Subsidiary Share and all other allotments, accretions, rights, benefits and advantages of all kinds accruing, offered or otherwise derived from or incidental to that Investment or Subsidiary Share (whether by way of conversion, redemption, bonus, preference, option or otherwise);

**"Event of Default"** means any event specified in clause 21.1 (List of events) of the Senior Credit Agreement;

**"Existing Joint Venture"** means Dassell Cabin Interiors GmbH, a 50:50 joint venture between Britax Sell GmbH & Co OHG and Deutsche Airbus;

**"Facility Agent"** means Lehman Commercial Paper Inc.;

**"Finance Document"** means the Senior Finance Documents and the Mezzanine Finance Documents;

**"Floating Charge Asset"** means an asset charged under clause 3.2 (Floating charge) of the Debenture;

**"Group"** means the Parent, its Subsidiaries and any partnership or similar entity in which the Parent or its Subsidiaries is a partner or member (including, without limitation, the EEIG) in each case from time to time (but excluding, for the avoidance of doubt, the Existing Joint Venture save in respect of clause 20.11 (Information and accounting undertaking)) of the Senior Credit Agreement;

**"Group Companies"** means a member of the Group;

**"Guarantor"** means the Parent, Intermediate Holdco, the Principal Borrower and each other Group Company which becomes a guarantor under the Senior Credit Agreement in accordance with clause 18.3 (Additional Guarantors) of the Senior Credit Agreement;

**"Hedging Agreements"** means the Hedging Agreements as defined in the Senior Credit Agreement and the Mezzanine Loan Agreement;

**"Insurances"** means all policies of insurance and all proceeds of them either now or in the future held by, or written in favour of, a Charging Company or in which it is otherwise interested, but excluding any third party liability or public liability insurance and any directors and officers insurance;

**"Intermediate Holdco"** means Seton House Holdings Limited (company number 4230431);

**"Investment"** means any negotiable instrument, certificate of deposit, debenture, share or other investment (as defined in part 1 of schedule I to the Financial Services Act 1986 as at the date of the Debenture) owned by each Charging Company (including, unless the context otherwise requires, the Subsidiary Shares);

**"Key Person Policies"** means the insurance policy or policies effected or to be effected by the Parent in relation to the life of the Key Person in accordance with clause 20.6(a)(ii) (Insurance) of the Senior Credit Agreement;

**"Mezzanine Finance Documents"** has the meaning given to it in the Mezzanine Loan Agreement;

**"Mezzanine Finance Parties"** means the Mezzanine Finance Parties as defined in the Mezzanine Loan Agreement;

**"Mezzanine Lenders"** has the meaning given to it in the Mezzanine Loan Agreement;

**"Mezzanine Loan Agreement"** means the mezzanine loan agreement in the agreed form dated 4 July 2001 between the Principal Borrower as borrower, the Parent as guarantor, Lehman Brothers International (Europe) as arranger, the lenders named in that agreement and Lehman Commercial Paper Inc. as facility agent and security agent pursuant to which the Mezzanine Lenders have made available to the Principal Borrower a loan facility of up to £80,000,000;

**"Offer"** means the recommended offer proposed to be made by PricewaterhouseCoopers on behalf of the Principal Borrower on the terms set out in the Press Release (as such terms may be amended or waived subject to the provisions of the Senior Credit Agreement) to acquire the whole of the issued and to be issued ordinary share capital of the Company not already owned by the Principal Borrower;

**"Obligor"** means the Parent, the Principal Borrower, each other Borrower and each other Guarantor;

**"Parent"** means Seton House Group Limited (company number 4230439);

**"Press Release"** means the press announcement in the agreed form to be released by the Principal Borrower to announce the terms of the Offer;

**"Principal Borrower"** means Seton House Acquisition Limited (company number 4228155);

**"Receiver"** means a receiver and manager or (if the Security Agent so specifies in the relevant appointment) receiver in each case appointed under the Debenture;

**"Secured Parties"** means the Senior Finance Parties and the Mezzanine Finance Parties;

**"Security Accession Deed"** means a deed executed by a Group Company substantially in the form set out in Schedule 7 of the Debenture, with those amendments which the Security Agent may approve or reasonably require;

**"Security Interest"** means any mortgage, charge (fixed or floating), pledge, lien, hypothecation, security trust, assignment by way of security, reservation of title, any other security interest or any other agreement or arrangement (including a sale and repurchase arrangement) having the commercial effect of conferring security;

**"Senior Credit Agreement"** means the credit agreement dated the date of the Debenture under which certain lenders have made available £268,300,000 million of facilities to the Parent and certain other Group Companies;

**"Senior Finance Documents"** means the Senior Credit Agreement, each Security Document, the Intercreditor Deed, each Hedging Agreement, each Ancillary Document, each Accession Document, each Transfer Certificate, the Fees Letters and any other document designated as a Senior Finance Document by the Parent and the Facility Agent;

**"Senior Finance Parties"** means the Senior Finance Parties as defined in the Senior Credit Agreement;

**"Senior Lenders"** means the Lenders as defined in the Senior Credit Agreement;

**"Subsidiaries"** means a subsidiary and (for the purposes of the financial covenants in clause 20.12 (Financial covenants) of the Senior Credit Agreement) a subsidiary undertaking as defined in sections 736 and 258 of the Companies Act 1985 respectively (but excluding, for the avoidance of doubt, the Existing Joint Venture save in respect of clause 20.11 (Information and accounting undertakings)) of the Senior Credit Agreement;

**"Subsidiary Shares"** means all shares owned by a Charging Company in its Subsidiaries but excluding any shares owned by a Charging Company in unlimited companies as defined by section 1(2) Companies Act.

**"Unconditional Date"** means the date on which the Offer is declared unconditional in all respects;

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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. 04084394

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A SECURITY ACCESSION DEED BETWEEN THE COMPANY, SETON HOUSE GROUP LIMITED (THE "PARENT") AND LEHMAN COMMERCIAL PAPER INC (THE "SECURITY AGENT") SUPPLEMENTAL TO A DEBENTURE DATED 4 JULY 2001 DATED THE 23rd AUGUST 2001 AND CREATED BY BRITAX GERMAN HOLDINGS LIMITED FOR SECURING ALL MONEY OR LIABILITIES DUE OR TO BECOME DUE FROM ANY CHARGING COMPANY (AS DEFINED) OR ANY OTHER OBLIGOR (AS DEFINED) TO ANY SECURED PARTY (AS DEFINED) UNDER ANY FINANCE DOCUMENT (AS DEFINED) ON ANY ACCOUNT WHATSOEVER WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 31st AUGUST 2001.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 4th SEPTEMBER 2001.



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES



*Companies House*

— for the record —

LC  
Par