220758/13

COMPANIES FORM No. 395

M

395

Particulars of a mortgage or charge

A fee of £13 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

CHFP025

Please do not write in this margin

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

* insert full name of Company

To the Registrar of Companies

For official use: 3

Company number: 05054461

Name of company

Imperial Energy Corporation plc, a public limited company incorporated and existing under the laws of England (registered number 05054461) with its registered office at 6-8 York Place, Leeds, West Yorkshire LS1 2DS, United Kingdom (the "**Company**")

Date of creation of the charge

16 April 2008

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

Assignment of the Sponsor's and Underwriting Agreement dated 16 April 2008 between the Company and ABN AMRO Bank N V , London Branch (the "**Assignment**")

Amount secured by the mortgage or charge

All present and future Liabilities of the Company, the Borrower and each Guarantor, due and owing as at 16 April 2008, to the Finance Parties (or any of them) under or in relation to any one or more of the Finance Documents (including, without limitation, all Liabilities arising out of any extension, variation, modification, restatement or novation of such Finance Documents whatsoever) (the "**Secured Obligations**")

The Assignment secures interest charged on the sums owing in accordance with the terms of the Assignment

(In this Form 395, unless otherwise defined, the terms used have the meaning given thereto in Schedule 2 on continuation sheet 5)

+ 10

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

ABN AMRO BANK N V , LONDON BRANCH, 250 Bishopsgate, London as trustee for and on behalf of the Finance Parties (the "**Security Trustee**")

Postcode EC2M 4AA

Presentor's name address and reference (if any)
White & Case LLP
5 Old Broad Street
London EC2N 1DW

Our ref 4428818-0122 CHD/JF

Time critical reference

For official Use

Mortgage Section | Post room

FRIDAY

LO4VMZ6Z

LD4 25/04/2008 48

COMPANIES HOUSE

LONDON 2523669 v4 (2K)

Short particulars of all the property mortgaged or charged

Please see Schedule 1 on continuation sheet 2

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

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

Signed White & Case LLP Date 25/04/08

On behalf of 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 A fee of £13 is payable to Companies House in respect of each register entry mortgage for 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 CF14 3UZ

Please do not write in this binding margin

COMPANIES FORM No. 395 (Cont.) AND FORM No. 410 (Scot)(Cont.)

Particulars of a mortgage or charge (continued)

Continuation sheet No 1

to Form No 395 and 410 (Scot)

Company Number

05054461

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

Name of company

Imperial Energy Corporation plc, a public limited company incorporated and existing under the laws of England (registered number 05054461) with its registered office at 6-8 York Place, Leeds, West Yorkshire LS1 2DS, United Kingdom

Schedule 1

Security

1 ASSIGNMENT

1 1 By Clause 3 1 of the Assignment, as set out in this clause 1 1, the Company has agreed to assign with full title guarantee the Assigned Rights to the Security Trustee to hold the same on trust for the Finance Parties on the terms set out in the Priority Deed as continuing security for the payment and discharge of the Secured Obligations

1 2 By Clause 3 2 of the Assignment, as set out in this clause 1 2, the Company has declared that to the extent that any right, title, interest or benefit described in clause 1 1 above is for any reason not effectively assigned pursuant to clause 1 1 above for whatever reason, the Company shall

(a) hold the benefit of the same on trust for the Security Trustee as security for the payment and discharge of the Secured Obligations, and

(b) promptly notify the Security Trustee of the same and the reasons therefor and thereafter take such steps as the Security Trustee may reasonably require to remove such prohibition or other reason for such incapacity

1 3 By Clause 3 3 of the Assignment, as set out in this clause 1 3, the Company has agreed to deliver to each party to the Contract a Notice of Assignment, as soon as practicable after the execution of the Assignment

1 4 By Clause 3 4 of the Assignment, as set out in this clause 1 4, the Company has agreed to procure that as soon as practicable after it receives a Notice of Assignment, each other party to the Contract shall deliver to the Security Trustee an Acknowledgement of Assignment

2 NEGATIVE PLEDGE AND RESTRICTIONS ON DEALINGS

2 1 By Clause 4 1 of the Assignment, as set out in this clause 2 1, the Company has acknowledged that during the Security Period it shall not (nor shall it be entitled to)

(a) agree to any waiver or amendment of or supplement to the terms of the Contract,

(b) terminate, or procure the termination of, the Contract, or

(c) assign, charge or otherwise deal with or dispose of the Contract or any of the Assigned Rights,

except as permitted by the Finance Documents

2 2 By Clause 4 2 of the Assignment, as set out in this clause 2 2, the Company has agreed to duly and promptly perform its obligations and, unless the Security Trustee shall otherwise require, diligently pursue its rights and remedies under or in relation to the Contract

3 CONTINUING SECURITY

3.1 Continuing and Independent Security

By Clause 5 1 of the Assignment, as set out in this clause 3 1, the Company has agreed that the Assignment shall constitute and be continuing security which shall not be released or discharged by any intermediate payment or settlement of all or any of the Secured Obligations, shall continue in full force and effect until the end of the Security Period and is in addition to and independent of, and shall not prejudice or merge with, any other security (or any right of set-off) which the Security Trustee may have at any time for the Secured Obligations or any of them

3.2 New Accounts

By Clause 5 2 of the Assignment, as set out in this clause 3 2, if the Security Trustee receives notice of any security created or arising after the date of the Assignment in respect of the Contract or any of the Assigned Rights or makes demand of the Company for payment of any or all of the Secured Obligations

(a) the Security Trustee may open a new account or accounts in respect of any or all of the Secured Obligations (and if it does not do so it shall be treated as if it had done so at the time it received such notice or made such demand), and

(b) thereafter any amounts paid by the Company to the Security Trustee in respect of the Secured Obligations, or realised or recovered by the Security Trustee under the Assignment, shall be credited (or be treated as having been credited) to a new account and not as having been applied in or towards payment of all or any of the Secured Obligations

3.3 Avoidance of Payments

By Clause 5 3 of the Assignment, as set out in this clause 3 3, where any release, discharge or other arrangement in respect of any Secured Obligation or any security the Security Trustee may have for such Secured Obligation is given or made in reliance on any payment or other disposition which is avoided or must be repaid in an insolvency, liquidation or otherwise, and whether or not the Security Trustee has conceded or compromised any claim that any such payment or other disposition will or should be avoided or repaid, the Assignment and the Security shall continue as if such release, discharge or other arrangement had not been given or made

3.4 Immediate Recourse

By Clause 5 4 of the Assignment, as set out in this clause 3 4, neither the Security Trustee nor any other Finance Party shall be obliged before exercising any of the rights conferred on it or them by the Assignment or by law to seek to recover amounts due from the Company or to exercise or enforce any other rights or security it or they may have or hold in respect of the Secured Obligations

3.5 Waiver of Defences

By Clause 5 5 of the Assignment, as set out in this clause 3 5, neither the obligations of the Company under the Assignment nor the Security and the rights, powers and remedies conferred on the Security Trustee by the Assignment or by law, shall be discharged, impaired or otherwise affected by

(a) the winding-up, dissolution, administration or re-organisation of the Borrower or any other person or any change in the status, function, control or ownership of the Borrower or any such person,

(b) any of the Security Documents or any other security held by the Security Trustee in respect thereof being or becoming illegal, invalid, unenforceable or ineffective in any respect,

(c) any time or other indulgence being granted or agreed to with the Borrower or any other person in respect of the Secured Obligations or any of them or in respect of any other security held by the Security Trustee in respect thereof,

(d) any amendment to, or any variation, waiver or release of, the Secured Obligations or any of them or any other security, guarantee or indemnity held by the Security Trustee in respect thereof,

(e) any total or partial failure to take or perfect any security proposed to be taken in respect of the Secured Obligations or any of them,

(f) any total or partial failure to realise the value of, or any release, discharge, exchange or substitution of, any other security, guarantee or indemnity held by the Security Trustee in respect of the Secured Obligations or any of them,

(g) or any other act, event or omission which might operate to discharge, impair or otherwise affect the obligations of the Company under the Assignment, the Security or any of the rights, powers and remedies conferred on the Security Trustee by the Assignment or by law

4 FURTHER ASSURANCE

By Clause 8 of the Assignment, as set out in this clause 4, the Company has agreed from time to time and at its own expense to give all such assurances and do all such things as the Security Trustee may require or consider desirable to enable the Security Trustee to perfect, preserve or protect the security created or intended to be created by the Assignment or to exercise any of the rights conferred on it by the Assignment or by law and to that intent the Company has agreed to execute all such instruments, deeds and agreements and give all such notices and directions as the Security Trustee may consider expedient

5 POWER OF ATTORNEY

5.1 Appointment

By Clause 12 1 of the Assignment, as set out in this clause 5 1, by way of security for the performance of its obligations under the Assignment, the Company thereby irrevocably has appointed each of the Security Trustee and its delegates and sub-delegates to be its attorney acting severally (or jointly with any other such attorney or attorneys) and on its behalf and in its name or otherwise to do any and every thing which the Company is obliged to do under the terms of the Assignment or which such attorney considers necessary or desirable in order to enable the Security Trustee or such attorney to exercise the rights conferred on it by the Assignment or by law

5.2 Ratification

By Clause 12 2 of the Assignment, as set out in this clause 5 2, the Company thereby ratified and confirmed and has agreed to ratify and confirm whatever any attorney appointed under the Assignment shall do in its capacity as such

Schedule 2

"Acceptance Date" means the date which is specified in the Provisional Allotment Letter as being the final day for acceptance and payment in full under the Rights Issue

"Acknowledgement of Assignment" means an acknowledgement of assignment in the form set out as a schedule to the Contract or in such other form as may be approved by the Security Trustee

"Additional Guarantor" means a company which becomes an additional guarantor under the Bridge Facility Agreement or the Existing Facility Agreement

"Additional Liabilities" means in relation to any Liability, any money, debt or liability due, arising or incurred under or in connection with

(a) any refinancing, deferral or extension of that Liability,
(b) any further advance which may be made under any document, agreement or instrument supplemental to any applicable Finance Document together with any related interest, fees and costs,
(c) any claim for interest accruing on or after the filing of any petition in bankruptcy or for reorganisation relating to the relevant Obligor at the rate specified in the documentation with respect thereto whether or not a claim for post filing interest is allowed in such proceedings,
(d) any claim for damages or restitution in the event of rescission of that Liability or otherwise in connection with any applicable Finance Document,
(e) any claim against any Obligor flowing from any recovery by an Obligor or any liquidator, receiver, administrator, administrative receiver, compulsory manager or other similar officer of a payment or discharge in respect of that Liability on the grounds of preference or otherwise, and
(f) to the extent not already described above, any amount (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 the same in any insolvency or other proceeding, and "Additional Liability" shall be construed accordingly

"Agent" means ABN AMRO BANK N V , London Branch

"Assigned Rights" means all of the Company's rights, title, interests and benefits in, to and in respect of certain clauses of the Contract, including rights, title, interests and benefits in, to and in respect of

a) the provisional allotments of the New Shares which have been taken up are confirmed and the provisional allotments of the New Shares which have not been taken up are cancelled and new allotments thereof made in favour of the persons who, pursuant to certain provisions of the Contract, subscribe for such Shares, such confirmation, cancellation and new allotment to be made pursuant to a resolution of the board of directors of the Company (or a duly established and authorised committee thereof),

b) the obligation by the Underwriters, subject to compliance by the Company with certain of its obligations under the Contract, to account by not later than the fifth Dealing Day after the Acceptance Date to the Company or the Registrar in accordance with the provisions of the Priority Deed for the net subscription proceeds (after deduction of fees and expenses) in respect of the New Shares for which subscribers have been procured (pursuant to the Underwriters' obligation, as agent for the Company, to use reasonable endeavours to procure subscribers for all the New Shares which have not been taken up on the terms (in so far as they are applicable) of the Circular and the Provisional Allotment Letter) given that the parties to the Contract have acknowledged and agreed that a proportion of the proceeds of the Rights Issue shall be used to discharge the payment obligations of the Company under the Bridge Facility Agreement and the Existing Facility Agreement on the terms of the Priority Deed,

c) the obligation by the Underwriters, subject to compliance by the Company with certain of its obligations under the Contract, to account to the Company or the Registrar for the Issue Price for the New Shares that each Underwriter has, as agent for the Company, procured subscribers for, or failing that itself (either directly or through one of its associates), as principal, subscribed for, pursuant to the obligation of the Underwriters to procure subscribers for all the New Shares which have not been taken up as set out in subparagraph (b) above, given that the parties to the Contract have acknowledged and agreed that a proportion of the proceeds of the Rights Issue shall be used to discharge the payment obligations of the Company under the Bridge Facility Agreement and the Existing Facility Agreement on the terms of the Priority Deed and certain other payment obligations,

d) the obligation by the Underwriters, subject to compliance by the Company with certain of its obligations under the Contract, as soon as practicable after the allotment of the New Shares referred to in subparagraph (c) above to account to the Company or the Registrar for the Issue Price for any of such New Shares in respect of which any Underwriter has not complied with its obligations to procure subscribers for such New Shares, or failing that itself to subscribe for such New Shares, as set out in subparagraph (c) above, given that the parties to the Contract have acknowledged and agreed that a proportion of the proceeds of the Rights Issue shall be used to discharge the payment obligations of the Company under the Bridge Facility Agreement and the Existing Facility Agreement on the terms of the Priority Deed and certain other payment obligations, and

e) the Company's right (without the consent of the Underwriters) to assign the benefit of its rights under the Contract, as set out in subparagraphs (a) to (d) above, to a security trustee of the Company's lenders under the Bridge Facility Agreement and the Existing Facility Agreement by way of security in respect of the proceeds of the Rights Issue for the purposes of discharging such payment obligations

"Borrower" means Imperial Energy Limited

"Bridge Facility Agreement" means the GBP facility agreement dated 16 April 2008 between, amongst others, the Bridge Finance Parties and the Borrower

"Bridge Finance Documents" means, amongst other documents, the Bridge Facility Agreement, the share pledges entered into by the Borrower in connection with the Bridge Facility Agreement, the guarantees entered into by the Russian Subsidiaries in connection with the Bridge Facility Agreement, the charge over certain property in relation to the Rights Issue, the Assignment, the fee letters entered into by the Borrower and the Company in connection with the Bridge Facility Agreement and the Priority Deed

"Bridge Finance Parties" means the Agent, ABN AMRO Bank N V , London Branch and Merrill Lynch International as the arrangers, the Security Trustee and the lenders under the Bridge Facility Agreement and "Bridge Finance Party" shall be construed accordingly

"Bridge Liabilities" means the Liabilities owed by the Obligors to any Bridge Finance Party under or in connection with the Bridge Finance Documents as at 16 April 2008, together with any related Additional Liability and "Bridge Liability" shall be construed accordingly

"Circular" means a circular to shareholders of the Company in such form as the Underwriters approve containing *inter alia* details of the Rights Issue and notice of the EGM and constituting a Prospectus

"Contract" means the sponsor's and underwriting agreement dated 16 April 2008 between the Company, Hoare Govett Limited and Merrill Lynch International

"CREST" means the relevant system (as defined in the Regulations) in respect of which Euroclear is the operator (as defined in the Regulations)

"Dealing Day" means a day on which dealings in domestic securities may take place on, and with the authority of, the London Stock Exchange

"**EGM**" means an extraordinary general meeting of the Company to be convened for the EGM Date and at which the Resolution is to be proposed

"**EGM Date**" means the date on which the EGM is convened as specified in the Circular

"**Euroclear**" means Euroclear UK & Ireland Limited

"**Excluded Holders**" means Qualifying Holders without a registered address in the United Kingdom

(a) to whom, in accordance with the Contract, no Provisional Allotment Letter is to be sent, or

(b) whose stock accounts in CREST are, in accordance with the Contract, not to be credited with Nil Paid Rights

"**Existing Facility Agreement**" means the USD facility agreement between the Borrower and, amongst others, ABN AMRO Bank N V , London Branch, dated 21 March 2007 as amended and restated by the amendment agreement dated 13 November 2007

"**Existing Finance Documents**" means, amongst other things, the Existing Facility Agreement, the share pledges entered into by the Borrower in connection with the Existing Facility Agreement, the guarantees entered into by the Russian Subsidiaries in connection with the Existing Facility Agreement, the fee letters entered into by the Borrower and the Company in connection with the Existing Facility Agreement

"**Existing Finance Parties**" means the agent, the arrangers, the security trustee and the lender under the Existing Facility Agreement and "Existing Finance Party" shall be construed accordingly

"**Existing Liabilities**" means the Liabilities owed by the Obligors to any Existing Finance Party under or in connection with the Existing Finance Documents as at 16 April 2008, together with any related Additional Liability

"**Finance Documents**" means the Existing Finance Documents and the Bridge Finance Documents and "Finance Document" shall be construed accordingly

"**Finance Parties**" means the Existing Finance Parties and the Bridge Finance Parties, and "Finance Party" shall be construed accordingly

"**FSMA**" means the Financial Services and Markets Act 2000

"**Gazette Notice**" means the notice relating to the Rights Issue in such form as the Underwriters approve to be published in the London Gazette in accordance with section 90(5) of the Companies Act 1985 (as amended)

"**Group**" means

(a) the Company and its Subsidiaries for the time being,

(b) Limited Liability Company "Sibinterneft", and

(c) any Obligor (to the extent not falling within paragraphs (a) and (b) above)

"**Guarantor**" means the Company, Imperial Energy (Cyprus) Limited, Imperial Energy Nord Limited, the Russian Subsidiaries or an Additional Guarantor, and "Guarantors" shall be construed accordingly

"**Issue Price**" means the price per New Share as set out in the Contract

"Liability" means any present or future obligation or liability of the Obligors, any member of the Group or any one or more of them to any Finance Party for the payment of money whether in respect of principal, interest or otherwise (including, but not limited to dividends), whether actual or contingent, whether owed jointly or severally and whether owed as principal, surety or in any capacity whatsoever including any amount which would constitute such a liability but for any discharge, non provability, unenforceability or non allowability of the same in any insolvency or other proceedings and "Liabilities" shall be construed accordingly

"New Shares" means the new Shares proposed to be allotted pursuant to the Rights Issue

"Nil Paid Rights" means the New Shares in nil paid form provisionally allotted to Qualifying Holders in connection with the Rights Issue

"Notice of Assignment" means a notice of assignment in the form set out as a schedule to the Contract (*Form of Notice of Assignment*) or in such other form as may be approved by the Security Trustee

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

"Priority Deed" means the priority deed dated 16 April 2008 and made between, among others, the Borrower, the Company and the Security Trustee

"Prospectus" means a prospectus published in accordance with and pursuant to the Prospectus Rules

"Prospectus Rules" means the prospectus rules made by the UK Listing Authority pursuant to Part VI of the FSMA, as amended from time to time

"Provisional Allotment Letter" means the form of renounceable provisional allotment letter in such form as each Underwriter approves to be issued in connection with the Rights Issue by the Company to Qualifying Non-CREST Holders (other than Excluded Holders) in respect of the Nil Paid Rights

"Qualifying Holders" means holders of Shares whose names are on the register of members of the Company at the close of business on the Record Date

"Qualifying Non-CREST Holders" means Qualifying Holders whose Shares on the register of members of the Company at the close of business on the Record Date are in certificated form

"Record Date" means the date specified as such in the Circular

"Registrar" means the registrars specified as such in the Circular

"Regulations" means the Uncertificated Securities Regulations 2001 (SI 2001 No 3755)

"Resolution" means the resolution to be proposed at the EGM in such form as each Underwriter approves granting authority under section 80 of the Companies Act 1985 (as amended) in such amounts as are sufficient for the Rights Issue

"Rights Issue" means the proposed offer of the New Shares by way of rights to Qualifying Holders at the Issue Price on the basis of one New Share for every Share held at the close of business on the Record Date and otherwise on and subject to the terms and conditions set out or referred to in the Circular, the Provisional Allotment Letter and the Gazette Notice

"Russian Subsidiaries" means Limited Liability Company "Allianceneftegaz" and Limited Liability Company "Nord Imperial"

"Security" means the security created by the Assignment

"Security Documents" means, amongst other documents, the charge over certain property in relation to the Rights Issue, the share pledges entered into by the Borrower in connection with the Bridge Facility Agreement and the Assignment

"**Security Period**" means the period beginning on 16 April 2008 and ending on the date upon which the Security Trustee is satisfied that

(a) none of the Finance Parties is under any obligation (whether actual or contingent) to make advances or provide other financial accommodation to the Borrower under any of the Finance Documents, and

(b) all Secured Obligations have been unconditionally and irrevocably paid and discharged in full

"**Shares**" means ordinary shares of 2 5 pence each in the capital of the Company

"**Subsidiary**" of a company or corporation means any company or corporation

(a) more than 50 per cent of the issued share capital of which is legally or beneficially owned, directly or indirectly, by the first mentioned company or corporation,

(b) where the first mentioned company owns the right or ability to control directly or indirectly the affairs or the composition of the board of directors (or equivalent of it) of such company or corporation, or

(c) which is a Subsidiary of another Subsidiary of the first mentioned company or corporation,

and "Subsidiaries" shall be construed accordingly

"**UK Listing Authority**" means the Financial Services Authority in its capacity as the competent authority for the purposes of Part VI of the FSMA

"**Underwriters**" means Hoare Govett Limited and Merrill Lynch in their capacity as underwriter and "Underwriter" shall be construed accordingly

FILE COPY

CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY NO. 5054461
CHARGE NO. 3

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT AN ASSIGNMENT OF THE SPONSOR'S AND UNDERWRITING AGREEMENT DATED 16 APRIL 2008 AND CREATED BY IMPERIAL ENERGY CORPORATION PLC FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY, THE BORROWER AND EACH GUARANTOR TO THE FINANCE PARTIES (OR ANY OF THEM) 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 25 APRIL 2008

GIVEN AT COMPANIES HOUSE, CARDIFF THE 1 MAY 2008

Companies House
— for the record —

REGISTRAR OF COMPANIES FOR ENGLAND AND WALES

THE OFFICIAL SEAL OF THE REGISTRAR OF COMPANIES