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in black type, or
bold block lettering

*insert full name
of Company

COMPANIES FORM No. 395

A/C-00400107

Particulars of a mortgage or charge

ACCOUNT

395

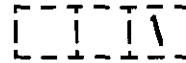
A fee of £13 is payable to Companies House in respect
of each register entry for a mortgage or charge.

Pursuant to section 395 of the Companies Act 1985

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

For official use

Company number



5704083

Name of company

* Mowlem (Aspire Construction) Holdings Limited ("Mowlem CSPV HoldCo")

Date of creation of the charge

6 April 2006

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

The mowlem cspv holdco limited debenture dated 6 April 2006 (the "Mowlem CSPV HoldCo Debenture"), made between Mowlem CSPV HoldCo, Aspire Defence Limited ("ProjectCo") and Citicorp Trustee Company Limited (the "Security Trustee").

Amount secured by the mortgage or charge

See attached Schedule 1.
See attached Schedule 3 for definitions.

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

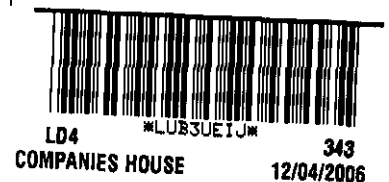
Citicorp Trustee Company Limited
Citigroup Centre, Canada Square, Canary Wharf
London

Postcode E14 5LB

CH London County
Presenter's name address and
reference (if any):
Clifford Chance LLP
10 Upper Bank Street
London
E14 5JJ

For official Use (06/2005)
Mortgage Section

Post room



Time critical reference
DJHJ/JWQB/70-20330538

Short particulars of all the property mortgaged or charged

See Schedule 2 attached hereto.
See Schedule 3 attached hereto for definitions.

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

Particulars as to commission allowance or discount (note 3)

Signed

Clifford Chance LLP

Date

12 April 2006

On behalf of [company] ~~XXXXXXXXXXXX~~ †

*A fee 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 A fee of £13 is payable to Companies House in respect of each register entry for a mortgage or charge. Cheques and Postal Orders must be made payable to **Companies House**.
- 6 The address of the Registrar of Companies is: Companies House, Crown Way, Cardiff CF14 3UZ

**Schedules to form 395 relating to a debenture dated 6 April 2006 between, *inter alios*,
Mowlem (Aspire Construction) Holdings Limited (5704083) and Citicorp Trustee
Company Limited**

SCHEDULE 1

AMOUNT SECURED BY THE MORTGAGE OR CHARGE

1. The amount secured by the Mowlem CSPV HoldCo Debenture is:
 - 1.1 The Secured Obligations if and when due and (if applicable) payable in accordance with the terms of the Relevant Ringfencing Documents or, if such documents fail to specify a time for payment, promptly on demand by ProjectCo (but subject always to the Relevant Ringfencing Document) and it shall, after such demand is made, pay all sums (if any) required to discharge the relevant Secured Obligations as ProjectCo directs provided that neither such covenant nor the security constituted by the Mowlem CSPV HoldCo Debenture shall extend to or include any liability or sum which would, but for this proviso, cause such covenant or security to be unlawful or prohibited by any applicable law.

SCHEDULE 2
THE CHARGED PROPERTY

1. FIXED CHARGES, ASSIGNMENTS AND FLOATING CHARGE

1.1 Fixed Charges

Mowlem CSPV HoldCo has charged on a first priority basis with full title guarantee in favour of ProjectCo as security for the payment and discharge of the Secured Obligations by way of first fixed charge on all Mowlem CSPV HoldCo's right, title and interest from time to time in and to each of the following assets (subject to obtaining any necessary consent to that fixed charge from any third party):

- (a) the Shares, all dividends, interest and other monies payable in respect of the Shares and all other Related Rights (whether derived by way of redemption, bonus, preference, option, substitution, conversion or otherwise); and
- (b) the Deposit Moneys,

in each case, both present and future provided that Clause 3 of the Mowlem CSPV HoldCo Debenture shall not prevent Mowlem CSPV HoldCo from disposing of any Asset in accordance with the terms of the Relevant Ringfencing Documents.

1.2 Assignments

Mowlem CSPV HoldCo with full title guarantee has assigned absolutely by way of security on a first priority basis to ProjectCo as security for the payment and discharge of the Secured Obligations:

- 1.2.1 all its present and future, actual and contingent rights, title, benefit and interest in and to the Assigned Accounts and the Deposit Moneys; and
- 1.2.2 all its present and future, actual and contingent rights, title, benefit and interest in, to and under the Assigned Contracts and all its present and future, actual and contingent rights, title, benefit and interest in and to all monies which at any time may be or become payable to Mowlem CSPV HoldCo pursuant thereto and the net proceeds of any claims, awards and judgments which may at any time be receivable or received by Mowlem CSPV HoldCo pursuant thereto.

1.3 No Liability

Notwithstanding anything to the contrary, Mowlem CSPV HoldCo will remain liable under the Assigned Contracts to perform all the obligations assumed by it thereunder and neither ProjectCo nor any Beneficiary, Receiver or Delegate shall be under any obligation or liability to Mowlem CSPV HoldCo or any other person under or in respect of any Assigned Contract, whether by reason of the Mowlem CSPV HoldCo Debenture, or any mortgage or otherwise, other than under any Assigned Contract to which ProjectCo, such Beneficiary, the Receiver or Delegate is a party.

1.4 Floating Charge

1.4.1 Mowlem CSPV HoldCo has charged with full title guarantee in favour of ProjectCo as security for the payment and discharge of the Secured Obligations by way of first floating charge all of Mowlem CSPV HoldCo's undertakings and assets, present and future, actual and contingent. The floating charge created by sub-clause 3.4.1 of the Mowlem CSPV HoldCo Debenture shall be deferred in point of priority to all fixed security validly and effectively created by Mowlem CSPV HoldCo under the Mowlem CSPV HoldCo Debenture.

1.4.2 Paragraph 14 of Schedule B1 to the Insolvency Act applies to the debenture created pursuant to Clause 3.4 of the Mowlem CSPV HoldCo Debenture.

2. NEGATIVE PLEDGE

The Collateral Deed contains a negative pledge.

3. FURTHER ASSURANCE

The Mowlem CSPV HoldCo Debenture contains covenants of further assurance.

SCHEDULE 3

DEFINITIONS

"Ambac" means Ambac Assurance UK Limited, a company incorporated in England and Wales with registered number 3248674;

"Aspire Defence Capital Works" or "ADCW" means Aspire Defence Capital Works, the unincorporated joint venture formed by Mowlem (Aspire Construction) Ltd and KBR (Aspire Construction) Ltd;

"Aspire Defence Services" or "ADS" means Aspire Defence Services, the unincorporated joint venture formed by Mowlem (Aspire Services) Ltd and KBR (Aspire Services) Ltd;

"Assets" means, in relation to any person, all or any part of its business, undertaking, property, assets, revenues, Related Rights and uncalled capital, wherever situated;

"Assigned Account" means the HoldCo Designated Account of Mowlem CSPV HoldCo with account number 82544504 and any other account that may from time to time be designated as an Assigned Account by ProjectCo;

"Assigned Contracts" means all the Relevant Documents to which Mowlem CSPV HoldCo is party;

"Assigned Property" means all assets of Mowlem CSPV HoldCo assigned pursuant to Clause 3.2 (*Assignments*) of the Mowlem CSPV HoldCo Debenture;

"Automatic Crystallisation Event" means any of the events referred to in sub-clauses 7.2.1, 7.2.2, 7.2.3 or 7.2.4 of Clause 7.2 (*Crystallisation: Automatic*) of the Mowlem CSPV HoldCo Debenture;

"Beneficiaries" has the meaning given to it in the Security Trust and Intercreditor Deed or after the Senior Creditors' Release Date the Junior Security Trust and Intercreditor Deed as the case may be;

"Bonds" means the Series A Bonds and the Series B Bonds;

"Bond Trust Deeds" means the Series A Bond Trust Deed and the Series B Bond Trust Deed;

"Bond Trustee" means Citicorp Trustee Company Limited, a company incorporated in England and Wales with registered number 235914 in its capacity as the Series A Bond Trustee and the Series B Bond Trustee, or such other persons from time to time being the Series A Bond Trustee or the Series B Bond Trustee under the Bond Trust Deeds;

"Building Contractor" means Aspire Defence Capital Works or any person from time acting as a building contractor to ProjectCo under a contract replacing the Building Contract in form and substance acceptable to the Credit Providers and in

accordance with the Collateral Deed and (where applicable) the Ringfencing Agreements;

"Carillion Private Finance" means Carillion Private Finance Limited, a company incorporated in England and Wales with registered number 2997859 being a wholly owned subsidiary of Carillion plc;

"Charged Assets" means all Assets from time to time charged (or purported to be charged) in favour of, or assigned (or purported to be assigned) (whether at law or in equity) by way of security to ProjectCo by or pursuant to the Mowlem CSPV HoldCo Debenture ;

"Charged Property" means, subject to any contrary indication, the Charged Assets and any other undertaking and assets of Mowlem CSPV HoldCo from time to time charged (or purported to be charged) in favour of, or assigned (or purported to be assigned) by way of security (whether at law or in equity) to ProjectCo by or pursuant to Clause 3 (*Fixed Charges, Assignments and Floating Charge*) of the Mowlem CSPV HoldCo Debenture;

"Collateral Deed" means the collateral deed of even date herewith made between ProjectCo, HoldCo, the Issuer, the Security Trustee, the Bond Trustee, Ambac and MBIA;

"Collateral Rights" means all rights, powers and remedies of ProjectCo provided by or pursuant to the Mowlem CSPV HoldCo Debenture or by law;

"CSPV Ringfencing Agreement" means the step in and ringfencing agreement dated on or about the Issue Date relating to the Building Contractor;

"Credit Providers" means the Majority Creditor acting in accordance with the Security Trust and Intercreditor Deed;

"Delegate" means a delegate or sub-delegate appointed pursuant to Clause 23.2 (*Delegation*) of the Mowlem CSPV HoldCo Debenture;

"Deposit Moneys" means all moneys deposited or standing to the credit of the Assigned Account from time to time and all rights, benefits and proceeds in respect thereof;

"Encumbrance" means (a) a mortgage, charge, pledge, lien or other encumbrance securing any obligation of Mowlem CSPV HoldCo, (b) any arrangement under which money or claims to, or the benefit of, a bank or other account may be applied, set off or made subject to a combination of accounts so as to effect discharge of any sum owed or payable to any person or (c) any other type of preferential arrangement (including any title transfer and retention arrangement) having a similar effect;

"Enforcement Event" means a Ringfencing Enforcement Event or a Services Contract Enforcement Event;

"HoldCo" means Aspire Defence Holdings Limited, a company incorporated in England and Wales with registered number 4730885;

"Insolvency Act" means the Insolvency Act 1986 as amended by the Enterprise Act 2002;

"Issue Date" has the meaning given to it in the Subscription Agreement;

"Issuer" means Aspire Defence Finance plc, a company incorporated under the laws of England and Wales with registered number 5700404;

"Joint Lead Managers" means Citigroup Global Markets Limited and HSBC Bank PLC, each a **"Joint Lead Manager"**;

"Junior Security Trust and Intercreditor Deed" means the junior security trust and intercreditor deed dated on or about the Issue Date between the Obligors, the Shareholders, the Loan Noteholders and the Security Trustee;

"KBR" means Kellogg Brown & Root Limited, a company incorporated in England and Wales with registration number 645125;

"Loan Noteholders" means the persons who have subscribed for Loan Notes, being, as at the Issue Date, KBR and Carillion Private Finance and **"Loan Noteholder"** means any one of them;

"Majority Creditor" has the meaning given to that term in the Security Trust and Intercreditor Deed;

"MBIA" means MBIA UK Insurance Limited, a company incorporated in England and Wales with registered number 04401508;

"Mowlem SSPV JV Guarantee" means the guarantee supplemental to the SSPV Ringfencing Agreement given by Mowlem SSPV HoldCo and dated on or about the date hereof;

"Notice of Assignment" means a notice of assignment in substantially the form set out in Schedule 1 (*Form of Notice of Assignment of Assigned Account*) of the Mowlem CSPV HoldCo Debenture in respect of the Assigned Account and in Schedule 4 (*Form of Notice of Assignment of Assigned Contracts*) of the Mowlem CSPV HoldCo Debenture in respect of Assigned Contracts;

"Obligors" means ProjectCo, the Issuer and HoldCo and **"Obligor"** means any of them;

"ProjectCo" means Aspire Defence Limited, a company incorporated in England and Wales with registered number 5572542;

"Receiver" means an administrative receiver, receiver and manager or other receiver who is recognised as qualified by the Insolvency Act and appointed in respect of the Charged Property;

"Related Rights" means, in relation to any asset:

- (a) the proceeds of sale of any part of that asset;
- (b) all rights under any licence, agreement for sale or agreement for lease in respect of that asset;
- (c) all rights, benefits, claims, contracts, warranties, remedies, security, indemnities or covenants for title in respect of that asset; and
- (d) any monies and proceeds paid or payable in respect of that asset;

"Relevant Ringfencing Documents" means the SSPV Ringfencing Agreement and the Mowlem SSPV JV Guarantee in respect of the Services Contract;

"Ringfencing Agreements" means the CSPV Ringfencing Agreement and the SSPV Ringfencing Agreement;

"Ringfencing Documents" means the Ringfencing Agreements, the KBR CSPV TopCo Debenture, the KBR CSPV HoldCo Debenture, the KBR SSPV TopCo Debenture, the KBR SSPV HoldCo Debenture, the Mowlem CSPV TopCo Debenture, the Mowlem CSPV HoldCo Debenture, the Mowlem SSPV TopCo Debenture, the Mowlem SSPV HoldCo Debenture, the KBR CSPV TopCo Guarantee, the KBR CSPV HoldCo Guarantee, the KBR SSPV TopCo Guarantee, the KBR SSPV HoldCo Guarantee, the Mowlem SSPV TopCo Guarantee, the Mowlem CSPV HoldCo Guarantee, the Mowlem SSPV TopCo Guarantee and the Mowlem CSPV HoldCo Guarantee and any document entered into by an Acceding Buyer Entity or Acceding Buyer Guarantor in connection with the Ringfencing Agreements and any other document contemplated by the terms of the Ringfencing Agreements (each as defined or described in the CSPV Ringfencing Agreement or SSPV Ringfencing Agreement, as applicable);

"Ringfencing Enforcement Event" means failure by Mowlem CSPV HoldCo to transfer the Shares in accordance with, or as may be necessary to give effect to, clause 6.1.7 (*Transfer of the SSPV HoldCo Shares*) of the SSPV Ringfencing Agreement;

"Secured Obligations" means (i) the obligations of Mowlem CSPV HoldCo (if any) to transfer the Shares in accordance with, or as may be necessary to give effect to, Clause 6.1.7 (*Transfer of the SSPV HoldCo Shares*) of the SSPV Ringfencing Agreement or (ii) Mowlem CSPV HoldCo's obligation to pay any sum due from it under the Mowlem SSPV JV Guarantee in accordance with the terms thereof including, without limitation, the provisions of Clause 3 of the Mowlem CSPV HoldCo Debenture;

"Security" means the security from time to time constituted (or purported to be constituted) by or pursuant to this Debenture and the Collateral Rights;

"Security Trust and Intercreditor Deed" means the security trust and intercreditor deed dated on or about the Issue Date between the Obligors, Ambac, MBIA, the Bond Trustee, the Shareholders, the Loan Noteholders and the Security Trustee;

"Security Trustee" means Citicorp Trustee Company Limited, a company incorporated in England and Wales with registered number 235914 and such other persons from time to time being the trustee or trustees under the Security Trust and Intercreditor Deed and the Junior Security Trust and Intercreditor Deed;

"Senior Creditors" means each of Ambac, MBIA, the Bond Trustee for itself and for the Bondholders of each series and the Security Trustee and **"Senior Creditor"** means each such person;

"Senior Creditors Release Date" means the date upon which all Senior Finance Liabilities have been fully and irrevocably paid or discharged and no further Senior Finance Liabilities are capable of becoming outstanding;

"Senior Finance Liabilities" means (without double counting) all present and future sums, liabilities and obligations in relation to the Financial Indebtedness of the Obligor to the Senior Creditors (and, in the case of ProjectCo, to the Issuer in its capacity as lender under the Senior Onloan Agreement) under the Senior Finance Documents including, for the avoidance of doubt but without double counting, the Ambac Liabilities, the MBIA Liabilities, the Bond Liabilities and the Security Trustee Liabilities (as each term is defined in the Security Trust and Intercreditor Deed), together with any of the following matters relating to or arising in respect of those sums, liabilities and financial indebtedness:

"Senior Onloan" means all sums outstanding from time to time under the Senior Onloan Agreement;

"Senior Onloan Agreement" means the intragroup loan agreement dated on or about the Issue Date between the Issuer (as lender) and ProjectCo (as borrower) whereby the net proceeds of the Bonds (including the Variation Bonds) are onlent;

"Series A Authority Variation Bonds" means the £115,000,000 guaranteed secured variation bonds due 2040 issued and held by or on behalf of the Issuer on the Issue Date in accordance with Condition 1(c) of the Series A Fixed Rate Bonds and Clause 18 (*Variation Bonds*) of the Collateral Deed and Schedule 32 (*Utilisation of Authority Variation Bonds*) to the Project Agreement;

"Series A Bond Custodian" has the meaning given to it in the Series A Bond Custody Agreement;

"Series A Bond Custody Agreement" means the bond custody agreement dated on or about the Issue Date relating to the Series A Variation Bonds between the Issuer, the Series A Bond Custodian, the Series A Bond Trustee and the Security Trustee;

"Series A Bondholder" means each person who is for the time being a holder of one or more Series A Bonds for the purposes of the Series A Bond Trust Deed and **"Series A Bondholders"** means all such persons;

"Series A Bonds" means the Series A Fixed Rate Bonds, the Series A Authority Variation Bonds and the Series A Rescue Variation Bonds;

"Series A Bond Trust Deed" means, the trust deed dated on or about the Issue Date between the Issuer, the Series A Bond Trustee and Ambac pursuant to which the Series A Bonds are issued;

"Series A Bond Trustee" has the meaning given to it in the Series A Bond Trust Deed;

"Series A Fixed Rate Bonds" means the guaranteed secured bonds due 2040 of the Issuer;

"Series A Paying Agency Agreement" means the agreement dated on or about the Issue Date between the Issuer, the Series A Bond Trustee and the Series A Principal Paying Agent appointing the initial Paying Agent in relation to the Series A Bonds and any other agreement for the time being in force appointing successor paying agents in relation to the Series A Bonds, together with any agreement for the time being in force amending or modifying with the prior written approval of the Series A Bond Trustee any of the aforesaid agreements in relation to the Series A Bonds;

"Series A Rescue Variation Bonds" means the £37,500,000 guaranteed secured variation bonds due 2040 issued and held by or on behalf of the Issuer on the Issue Date in accordance with Condition 1(c) of the Series A Fixed Rate Bonds and Clause 18 (*Variation Bonds*) of the Collateral Deed;

"Series B Authority Variation Bonds" means the £115,000,000 guaranteed secured variation bonds due 2040 issued and held by or on behalf of the Issuer on the Issue Date in accordance with Condition 1(c) of the Series B Fixed Rate Bonds and Clause 18 (*Variation Bonds*) of the Collateral Deed and Schedule 32 (*Utilisation of Authority Variation Bonds*) to the Project Agreement;

"Series B Bond Custodian" has the meaning given to it in the Series B Bond Custody Agreement;

"Series B Bond Custody Agreement" means the bond custody agreement dated on or about the Issue Date relating to the Series B Variation Bonds between the Issuer, the Series B Bond Custodian, Series B Bond Trustee and the Security Trustee;

"Series B Bondholder" means each person who is for the time being a holder of one or more Series B Bonds for the purposes of the Series B Bond Trust Deed and **"Series B Bondholders"** means all such persons;

"Series B Bonds" means the Series B Fixed Rate Bonds, the Series B Authority Variation Bonds and the Series B Rescue Variation Bonds;

"Series B Bond Trust Deed" means, the trust deed dated on or about the Issue Date between the Issuer, the Series B Bond Trustee and MBIA pursuant to which the Series B Bonds are issued;

"Series B Bond Trustee" has the meaning given to it in the Series B Bond Trust Deed;

"Series B Fixed Rate Bonds" means the guaranteed secured bonds due 2040 of the Issuer;

"Series B Paying Agency Agreement" means the agreement dated on or about the Issue Date between the Issuer, the Series B Bond Trustee and the Series B Principal Paying Agent appointing the initial Paying Agent in relation to the Series B Bonds and any other agreement for the time being in force appointing successor paying agents in relation to the Series B Bonds, together with any agreement for the time being in force amending or modifying with the prior written approval of the Series B Bond Trustee any of the aforesaid agreements in relation to the Series B Bonds;

"Series B Rescue Variation Bonds" means the £37,500,000 guaranteed secured variation bonds due 2040 issued and held by the Issuer on the Issue Date in accordance with Condition 1(c) of the Series B Fixed Rate Bonds and Clause 18 (*Variation Bonds*) of the Collateral Deed;

"Services Contract" means the contract dated on or about the Issue Date between ProjectCo and the Services Contractor relating to the provision of the Services and includes any other agreement entered into by ProjectCo for the provision of the Services (or services substantially equivalent thereto);

"Services Contractor" means Aspire Defence Services or any person from time to time acting as a services contractor to ProjectCo under a contract replacing the Services Contract in form and substance acceptable to the Credit Providers in accordance with the Collateral Deed and (where applicable) the Ringfencing Agreements;

"Services Contract Enforcement Event" means failure by Mowlem CSPV HoldCo to pay any sum due from it under the Mowlem SSPV JV Guarantee in accordance with the terms thereof;

"Shareholders" means the persons who have subscribed for HoldCo Equity, being, as at the Issue Date, KBR and Carillion Private Finance and **"Shareholder"** means any one of them;

"Shares" means all of the shares in the capital of Mowlem CSPV Limited (registered number 5704135) held by, to the order or on behalf of Mowlem CSPV HoldCo at any time;

"SSPV Ringfencing Agreement" means the step in and ringfencing agreement dated on or about the Issue Date relating to the Services Contractor;

"Subscription Agreement" means the subscription agreement dated on or about the date of the Final Prospectus relating to the Bonds between the Issuer, ProjectCo, HoldCo, Ambac, MBIA and the Joint Lead Managers; and

"Variation Bonds" means the Series A Authority Variation Bonds, the Series A Rescue Variation Bonds, the Series B Authority Variation Bonds and the Series B Rescue Variation Bonds;

FILE COPY



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No. 05704083

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A THE MOWLEM CSPV HOLDCO LIMITED DATED THE 6th APRIL 2006 AND CREATED BY MOWLEM (ASPIRE CONSTRUCTION) HOLDINGS LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY (IF ANY) 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 12th APRIL 2006.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 19th APRIL 2006.

L. G.



Companies House

— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES