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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

Please do not
write in
this margin

CHFP025

To the Registrar of Companies

For official use

Company Number

Please complete
legibly, preferably in
black type, or bold

*Insert full name of
company

Name of company

Epic (General Partner Craven Hill) Limited in its capacity as general partner of the Epic (Craven Hill) Limited Partnership and in its own capacity (the **Company**)

Date of creation of the charge

7 March 2006

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

Composite Debenture (the **Deed**)

Amount secured by the mortgage or charge

All and any moneys, obligations and liabilities from the date of the Deed or in the future due owing or incurred by each Chargor to the Finance Parties in whatever currency denominated whether actually or contingently and whether alone or jointly with any other person and whether as principal or surety under the Finance Documents including all interest, commissions, fees and all legal and other costs, charges and expenses which any Finance Party may charge any Chargor or incur under any Finance Document (the **Secured Liabilities**)

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

GMAC COMMERCIAL MORTGAGE BANK EUROPE, PLC, of Commerzbank House, IFSC, Guild Street, Dublin 1, Ireland as security trustee for the Finance Parties (the **Security Trustee**)

Presentors name address and
reference (if any):

ADDLESHAW GODDARD
BOX 500
21 BLOOMSBURY STREET
LONDON

Ref: KAYEJA/323043-15

LON5-1505174v1

HC.

Time critical reference

For official use

Mortgage Section

Post room



A19
COMPANIES HOUSE

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24/03/2006

1 CHARGE

1.1 Fixed and floating charges

As a continuing security for the payment of all Secured Liabilities:

- (a) each Corporate Chargor (including the Company) charges in favour of the Finance Parties, to the extent of its interest (whether joint or several, legal or beneficial):
 - (i) to the extent its interest is a legal interest, by way of first legal mortgage and, to the extent its interest is a beneficial interest, by way of first equitable mortgage:
 - (A) the property described in Schedule 2 (Real Property) of the Deed as set out in schedule 2 to this Form 395; and
 - (B) all other estates or interest in any freehold or leasehold property now belonging to it whether or not the title is registered at the Land

Particulars as to commission allowance or discount (note 3)

N/A

Signed Addlehan Goddard Date 24/3/06

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

L 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 made payable to **Companies House**.
- 6 The address of the Registrar of Companies is:-
Companies House, Crown Way, Cardiff CF4 3UZ

Registry;

(ii) by way of first fixed charge:

- (A) (to the extent that they are not the subject of a mortgage under paragraph (i) above) all estates or interests in any freehold and leasehold property belonging to it from time to time;
- (B) all buildings and fixtures (including trade and tenant's fixtures belonging to it) now and in the future on any Real Property and all plant and machinery now and in the future annexed to any Real Property;
- (C) all other interests now and in the future belonging to it in or over land or the proceeds of sale of land and all licences now or in the future held by it to enter upon or use land;
- (D) the benefit of all other agreements relating to land to which it is or may become a party or otherwise entitled;
- (E) all its right to and interest in any proceeds of sale of the whole or any part of the Charged Property (including, without limitation, any compensation received by it as a result of any notice or order referred to in clause 5.8(d) (Notices) of the Deed which may at any time be held or received by it or anybody else on its behalf);
- (F) the Deposit;
- (G) all claims it may have in relation to moneys (and interest) from time to time standing to the credit of any of its present and future accounts with any bank, financial institution or other person (including the Accounts but excluding accounts held at banks or financial institutions in Jersey) and the benefit of all rights, securities and guarantees of any nature enjoyed or held by it in relation to any of the foregoing;
- (H) all its book debts and other debts and prepayments existing now or in the future and whether payable now or in the future and all its rights and claims against third parties existing now or in the future and capable of being satisfied by the payment of money;
- (I) all its goodwill and uncalled capital from time to time;
- (J) rights to recover any VAT on any supplies made to it relating to the Charged Property and any sums so received;

(iii) by way of assignment:

- (A) its interests in the Rental Income;
- (B) all its right, title and interest in and to all payments made under all present and future insurance policies in respect of the Charged Property;
- (C) all rights and claims to which it is now or may in the future become entitled in relation to the Real Property including, without limitation, all rights and claims it may have from time to time against persons who now are, have been or may become lessees, tenants, sub-lessees, sub-tenants, licensees or occupiers of the Real Property and all guarantors and sureties for the obligations of such persons and any security taken from any such persons;
- (D) all rights under any agreement or arrangement (including any Hedging Arrangement) it may enter into now or in the future with any person for

the purpose of or in connection with the fixing, capping or hedging of the rate of interest payable by it in respect of any borrowing or indebtedness and any right or option to enter into any such agreement or arrangement;

(E) all its Intellectual Property;

(F) all of its present and future rights, title and interest in and to the Transaction Documents and all sums which shall from time to time become payable to it by any party under such documents or any provisions thereof and all its rights arising out of or in connection with any breach or default by any party such documents of or under any of the terms, obligations, covenants, undertakings or condition of those documents provided that if any Transaction Document is expressed to be non-assignable then the Chargor charges its interest in it to the Security Trustee as trustee for the Finance Parties by way of fixed charge;

(G) to the extent the same are capable of assignment and are not otherwise charged or assigned by the foregoing provisions of this clause 3.1(b) of the Deed as set out at paragraph 1.1(a) (Fixed and floating charges) of this Form 395:

1) the benefit of all rights and claims to which it is now or may in the future become entitled under all present and future building contracts relating to the Real Property and all guarantees, warranties and representations given or made by and any rights and remedies against all or any building contractors at any time engaged in relation to the Real Property together with the benefit of all sums recovered in any proceedings against all or any such persons;

2) the benefit of all appointments, contracts, guarantees, representations, warranties and undertakings given or made by and any rights or remedies against all or any professional advisers now or at any time engaged by it in relation to the Charged Property and the manufacturers, suppliers or installers of all plant, machinery, fixtures, fittings and other items now or from time to time in or on the buildings erected or to be erected on the Charged Property and any other person, firm or company now or from time to time under contract with it or under a duty to it (including, without limitation, direct warranties between it and any sub-contractor and the benefit of any performance bond or a bond of any other form or content and/or any parent company guarantee or guarantees) together with benefit of all sums recovered in any proceedings against all or any of such persons; and

(iv) by way of floating charge, its undertaking and all other property, assets and rights not effectively charged by clause 3.1(b) of the Deed as set out in paragraph 1.1 of this Form 395 both present and future (including but not limited to its stock in trade and its heritable and other property, assets and rights in Scotland but excluding any Jersey situs assets) (and paragraph 14 of Schedule B1 of the Insolvency Act 1986 applies to the floating charge so created).

1.2 Priority

The security created by the Deed:

- (a) is created in favour of the Security Trustee as security trustee for the Finance Parties;
- (b) ranks as first charges, mortgages and assignments; and

- (c) is given with full title guarantee, subject to any Security permitted under the terms of the Facility Agreement.

1.3 Negative pledge

- (a) No Chargor (including the Company) shall without the prior written consent of the Security Trustee, other than in accordance with the Facility Agreement, create or permit to subsist or arise any Security on the Charged Property.
- (b) Subject to paragraph (a) above, any Security on the Charged Property created in the future by a Chargor (otherwise than in favour of the Security Trustee) shall be expressed to be subject to the Deed.

1.4 Powers of leasing

- (a) No Chargor (including the Company) shall, other than as permitted in the Facility Agreement, exercise any of the powers of leasing or of accepting surrenders of leases conferred by Sections 99 and 100 of the Act or by common law or vary any lease or tenancy agreement or reduce any sum payable under the same.
- (b) The Security Trustee shall be entitled to grant or agree to grant or vary or reduce any sum payable under or accept surrenders of leases and grant options without restriction (and without the need to comply with Sections 99 and 100 of the Act) on such terms and conditions as the Security Trustee shall think fit.

1.5 Restrictions on disposals

No Chargor (including the Company) shall without the prior written consent of the Security Trustee, other than in accordance with the Facility Agreement part with or dispose of or grant any lease in respect of any Charged Property. Without limitation, no Chargor shall without the prior written consent of the Security Trustee, sell, assign, discount, factor, pledge, charge or otherwise dispose of its debts or choses in action or otherwise deal with the same except in accordance with the Finance Documents nor sell, assign or dispose of any Intellectual Property.

1.6 Conversion of floating charge

The Security Trustee may from time to time by notice in writing to a Chargor following the occurrence of an Event of Default and whilst such is continuing convert the floating charge contained in clause 3.1(b)(iv) of the Deed as set out in paragraph 1.1(iv) of this Form 395 into a fixed charge as regards any Charged Property specified in such notice or if the Security Trustee (acting reasonably) considers those assets to be in danger of being seized or sold under any form of distress, attachment, execution, or other legal process or to otherwise be in jeopardy.

1.7 Automatic Conversion

Notwithstanding anything contained in the Deed, if without the prior written consent of the Security Trustee:

- (a) a Chargor, other than in accordance with the Facility Agreement, creates any Security (whether by way of fixed or floating security) over or otherwise encumbers any of the Charged Property subject to a floating charge hereunder or attempts to do so; or
- (b) if any person levies or attempts to levy any distress, execution, sequestration or other process against all or any part of the Charged Property,

the floating charge created by the Deed over such of the Charged Property shall automatically without notice operate and have effect as a fixed charge instantly such event occurs.

1.8 The Deposit

- (a) No Chargor (including the Company) shall, without the prior written consent of the Security Trustee, other than in accordance with the Facility Agreement, at any time be entitled to withdraw or transfer or require payment of, and the Security Trustee shall be under no obligation to repay, the whole or any part of the Deposit during the Security Period.
- (b) The rights and interests of each Chargor (including the Company) to and in the Deposit are personal to it and shall not be capable of being assigned, charged, dealt with or otherwise disposed of in any way without the prior written consent of the Security Trustee.

1.9 Further Assurance

Each Chargor (including the Company) shall at any time on written demand by the Security Trustee or any Receiver:

- (a) execute as security for the payment or discharge of the Secured Liabilities such further legal or other mortgages, fixed or floating charges, assignments or other instruments as the Security Trustee or any Receiver may require over all or any of the Charged Property both present and future, including but not limited to any freehold, leasehold or heritable property which may become vested in a Chargor. Each such mortgage, charge, assignment or instrument shall be in such form as the Security Trustee or any Receiver may reasonably require (but on terms no more onerous than or inconsistent with the terms of this Deed) and shall be prepared, completed and registered by or on behalf of the Security Trustee at the cost of each Chargor;
- (b) affix to such items of the Charged Property or indorse or cause to be indorsed thereon as the Security Trustee shall stipulate such labels, signs, memoranda or other recognisable identification markings as the Security Trustee shall require referring or drawing attention to the security constituted by or pursuant to this Deed; and
- (c) promptly and at its own expense, take whatever action the Security Trustee or any Receiver may require for:
 - (i) perfecting or protecting the security over or title to all or any part of the Charged Property; or
 - (ii) facilitating the realisation of any Charged Property or the exercise of any right, power or discretion exercisable by the Security Trustee or any Receiver or any of its or their delegates or sub-delegates in respect of any Charged Property.

DEFINITIONS

In this Form 395:

Account means each of the Current Account, the GP Account, the Rent Account, the Security Account and the Sale Proceeds Account (each as defined in the Facility Agreement)

Agent means GMAC Commercial Mortgage Bank Europe, p.l.c.

Arranger means GMAC Commercial Mortgage Bank Europe, p.l.c.

Act means the Law of Property Act 1925

Borrower means Trident Trust Company Limited and Xenith Trust Company Limited (further details of which are set out in Schedule 1 (The Chargors) of this Form 395) in their capacity as trustees of the Trust

Charged Property means the undertaking, property, rights and assets of each Chargor (including the Company) charged and/or assigned by the Deed and includes any part thereof and any interest therein

Chargor means the companies listed in Schedule 1 (The Chargors) of the Deed as set out in schedule 1 of this Form 395

Corporate Chargers means the Companies listed in Schedule 1 (The Chargers) of the Deed as set out in schedule 1 of this Form 395 other than the Borrower and each a **Corporate Chargor**

Deposit means any and all sums for the time being standing to the credit of, and the debt represented by, each of the Accounts, together with all interest accruing thereon

Event of Default means any event or circumstance specified as such in clause 21 (Events of Default) of the Facility Agreement

Facility Agreement means the facility agreement dated on or before the date of the Deed between (inter alia) the Borrower and the Security Trustee, together with any subsequent amendments thereto, novations or replacements thereof

Finance Documents means:

- (a) the Facility Agreement;
- (b) any Fee Letter (as defined in the Facility Agreement);
- (c) any Fixed Rate Letter (as defined in the Facility Agreement);
- (d) any Hedging Arrangements (as defined in the Facility Agreement);
- (e) the Security Documents (as defined in the Facility Agreement); and
- (f) and any other documents designated as such by the Agent and the Borrower

Finance Party means the Arranger, the Agent, the Security Trustee, a Lender or any member of the Lender's Group

Intellectual Property means (to the extent of each Chargor's interest in them) the copyright in all drawings, designs, specifications, plans and other written materials relating to any products from time to time used by it and all other intellectual property rights including without limitation, all patents, trade marks, service marks, trade and business names, know-how, computer software, programs and systems, designations on or patterns of the labels and packages of any products from time to time used by it and all manufacturing and sales rights in relation to any products from time to time used by it (including the benefit of any licences or consents relating to the above)

Lender means:

- (a) the Original Lender; and
- (b) any bank or financial institution which has become a Party (as defined in the Facility Agreement) in accordance with clause 31 of the Facility Agreement (Changes to the Finance Parties),

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

Lender's Group means each Finance Party and any company or person which is or becomes an Affiliate (as defined in the Facility Agreement) of each Finance Party or any associate of any such person

Obligor means the Borrower, the Company and the Partnership and each of such persons being an **Obligor**

Occupational Lease means any Unconditional Agreement for Lease (as defined in the Facility Agreement) or occupational lease or licence to which the Property may be subject from time to time

Original Lender means GMACCM Asset-Backed No.2 Limited

Partnership means Epic (Craven Hill) Limited Partnership acting by its general partner being the Company

(further details of which are set out in Schedule 1 (The Chargers) of the Deed and schedule 1 of this Form 395)

Planning Acts means any Act or Acts of Parliament for the time being in force and relating to town and country planning and/or the use or development of real property

Property means the long leasehold property brief details of which are set out in schedule 2 of this Form 395

Real Property shall mean the Charged Property from time to time charged by each Chargor (including the Company) pursuant to clauses 3.1(a), 3.1(a)(ii)(A), 3.1(b) and 3.1(b)(ii)(a) (Fixed and floating charges) of the Deed

Receiver means each and every person or persons appointed under clause 8 of the Deed (Receivers of Administrators) as a receiver and/or manager or receivers and/or managers (or equivalent officer or officers under any relevant jurisdiction) and includes an administrative receiver

Rental Income means all sums paid or payable to or for the benefit of the Obligors arising from the letting, use or occupation of the Property, including (but without double counting):

- (a) rents, licence fees and equivalent sums reserved or made payable;
- (b) sums received from any deposit held as Security for performance of any tenant's obligations;
- (c) any other monies payable in respect of use and/or occupation;
- (d) proceeds of insurance in respect of loss of rent;
- (e) receipts from or the value of consideration given for the surrender, renunciation or variation of any letting;
- (f) proceeds paid by way of reimbursement of expenses incurred or on account of expenses to be incurred in the management, maintenance and repair of, and the payment of insurance premiums for, the Property;
- (g) proceeds paid for a breach of covenant under any Occupational Lease in respect of the Property and for expenses incurred in relation to any such breach;
- (h) any contribution to a sinking fund paid by an occupational tenant;
- (i) any contribution by an occupational tenant of the Property to ground rent due under any Occupational Lease out of which the Obligors derive their interest in the Property;
- (j) any payment from a guarantor or other surety in respect of any of the items listed in this definition;
- (k) interest, damages or compensation in respect of any of the items in the definition; and
- (l) any VAT on any sum mentioned in this definition

Security means a mortgage, charge, pledge, lien, hypothec, diligence or other security interest securing any obligation of any person or any other agreement or arrangement having a similar effect

Security Period means the period beginning on the date of the Deed and continuing for so long as any amount is outstanding under the Finance Documents or any Commitment (as defined in the Facility Agreement) is in force

Transaction Documents means:

- (a) (save where such expressions is used in clause 19.13 (Transaction Documents) of the Facility Agreement) the Finance Documents;

- (b) the General Partner Shareholders Agreement (as defined in the Facility Agreement);
- (c) the Occupational Leases;
- (d) the Operating Agreement (as defined in the Facility Agreement);
- (e) the Partnership Agreement (as defined in the Facility Agreement);
- (f) the Property Advisory Agreement (as defined in the Facility Agreement);
- (g) the SDLT Agreement and SDLT Escrow Agreement (each as defined in the Facility Agreement);
- (h) the Trust Instrument (as defined in the Facility Agreement);
- (i) the Unit Sale Agreement and the Unit Redemption Agreement (each as defined in the Facility Agreement);
- (j) such other agreements entered into by any persons specified in the Transaction Proposal in order to implement and conclude the Transaction (each as defined in the Facility Agreement);

VAT means value added tax as provided for in the Value Added Tax Act 1994 and any other tax of a similar nature

Schedule 1

The Chargors

- 1 Epic (Craven Hill) Limited Partnership established pursuant to the Partnership Agreement and registered under the Limited Partnerships Act 1907 with number LP 11139 acting by its general partner being the Company
- 2 The Company
- 3 Trident Trust Company Limited (registered in Jersey, Channel Islands under number 25374) in its capacity as trustee of the Trust
4. Xenith Trust Company Limited (registered in Jersey, Channel Islands under number 38026) in its capacity as trustee of the Trust

Schedule 2

Real Property

Address	Title No.	Legal Owners	Beneficial Owner
1 Craven Hill, London W2	129761	the Borrower	the Borrower on behalf of the Trust

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FILE COPY



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No. 05704323

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A COMPOSITE DEBENTURE DATED THE 7th MARCH 2006 AND CREATED BY EPIC (GENERAL PARTNER CRAVEN HILL) LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY IN ITS CAPACITY AS GENERAL PARTNER OF THE EPIC (CRAVEN HILL) LIMITED PARTNERSHIP AND IN ITS OWN CAPACITY AND EPIC (CRAVEN HILL) LIMITED PARTNERSHIP AND TRIDENT TRUST COMPANY LIMITED AND XENITH TRUST COMPANY LIMITED TO THE FINANCE PARTIES ON ANY ACCOUNT WHATSOEVER 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 24th MARCH 2006.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 29th MARCH 2006.



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES



Companies House

— for the record —

LC
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