

M

COMPANIES FORM No. 395

Particulars of a mortgage or charge

395

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

CHFP025

Please do not write in this margin

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

*insert full name of Company

Pursuant to section 395 of the Companies Act 1985

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

For official use

Company number

12 8583/26
[] [] [] [] [] []

5564065

Name of company

* TCG GUARDIAN 2 LIMITED (the "Company")

Date of creation of the charge

26 September 2005

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

DEBENTURE (the "Deed")

Amount secured by the mortgage or charge

All present and future obligations and liabilities (whether actual or contingent and whether owed jointly or severally or alone or in any other capacity whatsoever) of any Charging Company to the Security Agent and/or the other Security Beneficiaries (or any of them) under or pursuant to any Finance Document to which any Charging Company is a party (including all monies covenanted to be paid under the Deed), provided that no obligation or liability shall be included in the definition of "Secured Obligations" to the extent that, if it were so included, the Deed (or any part of it) would constitute unlawful financial assistance within the meaning of sections 151 and 152 of the Companies Act 1985 (the "Secured Obligations")

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

BARCLAYS BANK PLC of One Churchill Place, Canary Wharf, London E14 5HP (as security agent for the Security Beneficiaries) (in such capacity, the "Security Agent")

Postcode

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

DNB Ltd
London
EC2V 7EE
ETAU/cp/Banking

86677/120546/7649993

Time critical reference

For official Use (02/00)
Mortgage Section

Post room



1. GRANT OF SECURITY

1.1 Nature of security

All Security Interests and dispositions:

1.1.1 are created in favour of the Security Agent;

1.1.2 are created with full title guarantee in accordance with the Law of Property (Miscellaneous Provisions) Act 1994; and

1.1.3 are continuing security for payment of all of the Secured Obligations.

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Particulars as to commission allowance or discount (note 3)

NIL

Signed DLA Piper Rudnick Gray Cary LLP Date 4 October 2005

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

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

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

†delete as
appropriate

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Particulars of a mortgage or charge (continued)

Please do not
write in this
binding margin

Continuation sheet No 1
to Form No 395 and 410 (Scot)

*Please complete
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bold block lettering*

Company Number

5564065

Name of Company

TCG GUARDIAN 2 LIMITED (the "Company")

Limited*

* delete if
inappropriate

Description of the instrument creating or evidencing the mortgage or charge (continued) (note 2)

NOTE.

In this form:

"Account Bank" means Barclays Bank PLC of 54 Lombard Street, London, EC3P 3AH or such other bank with which any Security Account is maintained from time to time;

"Assigned Assets" means the Security Assets expressed to be assigned pursuant to clause 4.2 (*Security assignments*) of the Deed;

"Charged Investments" means the Charged Securities and all present and future Related Rights accruing to all or any of the Charged Securities;

"Charged Securities" means:

(i) the shares specified in the schedule (*Charged Securities*) hereto; and

(ii) all other stocks, shares, debentures, bonds, warrants, coupons, negotiable instruments, certificates of deposit or other securities or "investments" (as defined in part II of schedule II to the Financial Services and Markets Act 2000 in force at 26 September 2005) as at 26 September 2005 or in future owned (legally or beneficially) by a Charging Company, held by any nominee on its behalf or in which a Charging Company has an interest at any time (excluding, for the avoidance of doubt, any interest in the Jordanian Joint Venture (as defined in the Deed));

"Charging Companies" means the Initial Charging Companies (as defined in the Deed) and any other member of the Group which accedes to the terms of the Deed pursuant to the terms of a duly executed Deed of Accession (as defined in the Deed) each a "Charging Company";

"Declared Default" means an Event of Default which has resulted in the Facility Agent exercising any of its rights under clause 29.21 (*Acceleration*) of the Facilities Agreement;

"Event of Default" means any event or circumstance specified as such in clause 29 (*Events of Default*) of the Facilities Agreement;

"Facilities Agreement" means the term and revolving facilities agreement dated 26 September 2005 and made between TCG Guardian 2 Limited (as the Company and Original Borrower) (1), TCG Guardian 1 Limited (as the Parent) (2), the Original Guarantors (as defined therein) (3), Barclays Leveraged Finance (as Mandated Lead Arranger) (4), the Original Lenders (as defined therein) (5), Barclays Bank PLC (as Issuing Lender) (6), and Barclays Bank PLC (as Facility Agent and Security Agent) (7), (all terms as defined in the Facilities Agreement);

"Finance Document" means the Facilities Agreement, any Ancillary Facility Letter, any Fee Letter, any Accession Letter, the Security Documents, the Intercreditor Deed, the Security Trust Deed, the Hedging Documents and any other document designated as such by the Facility Agent (all terms as defined in the Facilities Agreement) and the Company;

"Insurances" means all policies of insurance (and all cover notes) which are at any time held by or written in favour of a Charging Company, or in which a Charging Company from time to time has an interest but excluding any third party liability or public liability insurance and any directors or officers insurance or any insurances held by a landlord of a leased or licensed Property;

"Intellectual Property" means all present and future legal and/or equitable interests (including, without limitation, the benefit of all licences in any part of the world) of a Charging Company in, or relating to, registered and unregistered trade marks and service marks, patents, registered designs, utility models, applications for any of the foregoing, trade names, copyrights, design rights, unregistered designs, inventions, confidential information, know-how, registrable business names, database rights, domain names and any other rights of every kind deriving from or through the exploitation of any of the aforementioned rights of such Charging Company (including, without limitation, the intellectual property rights (if any) specified in the schedule (*Intellectual Property*) hereto);

Please complete
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continued on continuation sheet 2, page 2

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Names, addresses and descriptions of the mortgagees or persons entitled to the charge (continued)

*Please complete
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1.2 Qualifying floating charge

Paragraph 14 of Schedule B1 to the Insolvency Act 1986 applies to any floating charge created by or pursuant to the Deed (and each such floating charge is a qualifying floating charge for the purposes of the Insolvency Act 1986).

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2. FIXED SECURITY

2.1 Fixed charges

Subject to the provisions of clause 4.5 of the Deed, the Company charged and agreed to charge all the present and future right, title and interest of the Company in and to the following assets which are at any time owned by the Company, or in which the Company from time to time has an interest:

2.1.1 by way of first legal mortgage:

(a) the Property (if any) specified in the schedule (*Property*) hereto; and

(b) all other Property (if any) at 26 September 2005 vested in, or charged to, the Company (not charged by clause 4.1.1(a) of the Deed);

2.1.2 by way of first fixed charge:

(a) all other Property and all interests in Property (not charged by clause 4.1.1 of the Deed); and

(b) all licences to enter upon or use land and the benefit of all other agreements relating to land;

2.1.3 by way of first fixed charge all plant and machinery (not charged under clause 4.1.1 or 4.1.2 of the Deed) but excluding landlord's fixtures and fittings and the benefit of all contracts, licences and warranties relating to the same;

2.1.4 by way of first fixed charge:

(a) all computers, vehicles, office equipment and other equipment (not charged by clause 4.1.3 of the Deed); and

(b) the benefit of all contracts, licences and warranties relating to the same,

2.1.5 by way of:

(a) first fixed charge all the Charged Securities referred to in the schedule (*Charged Securities*) hereto;

(b) first fixed charge all other Charged Securities (not charged by clause 4.1.5(a) of the Deed),

in each case, together with (1) all Related Rights from time to time accruing to those Charged Securities and (2) all rights which the Company may have at any time against any clearance or settlement system or any custodian in respect of any Charged Investments;

continued on continuation sheet 2, page 4

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Particulars of a mortgage or charge (continued)

Please do not
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Continuation sheet No 2
to Form No 395 and 410 (Scot)

*Please complete
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Company Number

5564065

Name of Company

TCG GUARDIAN 2 LIMITED (the "Company")

Limited*

* delete if
inappropriate

Description of the instrument creating or evidencing the mortgage or charge (continued) (note 2)

"Permitted Disposal" means a disposal permitted pursuant to clause 26.3 (*Disposals*) of the Facilities Agreement;

"Property" means all estates and interests in freehold, leasehold and other immovable property (wherever situated) at 26 September 2005, or at any time thereafter, belonging to a Charging Company, or in which a Charging Company has an interest at any time (including the registered and unregistered land (if any) in England and Wales specified in the schedule (*Property*) hereto), together with:

(i) all buildings and fixtures (including trade fixtures but excluding landlord's fixtures and fittings) and fixed plant and machinery at any time thereon;

(ii) all easements, rights and agreements in respect thereof;

(iii) all proceeds of sale of that property; and

(iv) the benefit of all covenants given in respect thereof;

"Receivables" means all present and future book debts and other debts, rentals, royalties, fees, VAT (as defined in the Facilities Agreement) and monetary claims and all other amounts at any time recoverable or receivable by, or due or owing to, a Charging Company (whether actual or contingent and whether arising under contract or in any other manner whatsoever) together with:

(i) the benefit of all rights, guarantees, Security and remedies relating to any of the foregoing (including without limitation, negotiable instruments, indemnities, reservations of property rights, rights of tracing and unpaid vendor's liens and similar associated rights); and

(ii) all proceeds of any of the foregoing;

"Receiver" means any receiver, receiver and manager or administrative receiver appointed by the Security Agent under the Deed;

"Related Rights" means, in relation to any Charged Securities:

(i) all dividends, distributions and other income paid or payable on the relevant Charged Securities or any asset referred to in paragraph (ii) below;

(ii) all rights, monies or property accruing or offered at any time in relation to the Charged Securities whether by way of redemption, substitution, exchange, bonus or preference, under option rights or otherwise;

"Relevant Contract" means each of the agreements specified in the schedule (*Relevant Contracts*) hereto together with each other agreement supplementing or amending or novating or replacing the same;

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

"Security Account" has the meaning given to that term in clause 10.6.1(a) of the Deed;

"Security Assets" means all property and assets from time to time mortgaged, charged or assigned (or expressed to be mortgaged, charged or assigned) by or pursuant to the Deed;

continued on continuation sheet 3, page 2

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Names, addresses and descriptions of the mortgagees or persons entitled to the charge (continued)

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2.1.6 by way of first fixed charge:

- (a) the Security Accounts and all monies at any time standing to the credit of the Security Accounts; and
- (b) all monies standing to the credit of the Company from time to time on any and all accounts with any bank, financial institution or other person not otherwise charged by clause 4.1.6(a) of the Deed,

in each case, together with all interest from time to time accrued or accruing on such monies, any investment made out of such monies or account and all rights to repayment of any of the foregoing;

2.1.7 by way of first fixed charge:

- (a) the Intellectual Property (if any) specified in the schedule (*Intellectual Property*) hereto; and
- (b) all other Intellectual Property (if any) (not charged by clause 4.1.7(a) of the Deed);

2.1.8 to the extent that any of the Assigned Assets are not effectively assigned under clause 4.2 (*Security assignments*) of the Deed, by way of first fixed charge those Assigned Assets;

2.1.9 by way of first fixed charge (to the extent not otherwise charged or assigned in the Deed):

- (a) the benefit of all licences, consents, agreements and authorisations held or used in connection with the business of the Company or the use of any of its assets; and
- (b) any letter of credit issued in favour of the Company and all bills of exchange and other negotiable instruments held by it; and

2.1.10 by way of first fixed charge all of the goodwill and uncalled capital of the Company.

2.2 Security assignments

2.2.1 The Company assigned and agreed to assign (to the fullest extent capable of assignment) absolutely (subject to a proviso for reassignment on redemption) all its present and future right, title and interest in and to:

- (a) the Relevant Contracts, all rights and remedies in connection with the Relevant Contracts and all proceeds and claims arising therefrom;
- (b) the Insurances, all claims under the Insurances and all proceeds of the Insurances; and
- (c) the Security Accounts and all monies at any time standing to the credit of the Security Accounts, together with all interest from time to time accrued or accruing on such monies, any investment made out of such monies or account and all rights to repayment of any of the foregoing; and
- (d) all other Receivables (not otherwise assigned under clause (a) or (b) or (c) above).

To the extent that any Assigned Asset described in clause 4.2.1(b) of the Deed is not assignable, the assignment which that clause purports to effect shall operate as an assignment of all present and future rights and claims of the Company to any proceeds of the Insurances.

2.2.2 Until the occurrence of a Declared Default the Company may continue to deal with the counterparties to the relevant Assigned Asset.

continued on continuation sheet 3, page 4

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Particulars of a mortgage or charge (continued)

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Continuation sheet No 3
to Form No 395 and 410 (Scot)

*Please complete
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Company Number

5564065

Name of Company

TCG GUARDIAN 2 LIMITED (the "Company")

Limited*

* delete if
inappropriate

Description of the instrument creating or evidencing the mortgage or charge (continued) (note 2)

"Security Beneficiaries" means together each of the Finance Parties (as defined in the Facilities Agreement) which has entered into a deed of accession to the Security Trust Deed (each a "Security Beneficiary");

"Security Interest" means any mortgage, pledge, lien, charge, assignment by way of security, hypothecation, security interest, title retention, preferential right or trust arrangement or any other security agreement or arrangement having the effect of security;

"Security Period" means the period beginning 26 September 2005 and ending on the date on which the Security Agent (acting on the instructions of the Security Beneficiaries) confirms that all the Secured Obligations have been unconditionally and irrevocably paid and discharged in full; and

"Security Trust Deed" means the security trust deed in the agreed terms dated 26 September 2005 and entered into between the Security Agent, the Security Beneficiaries and the Original Obligors (all terms as defined in the Facilities Agreement);

*Please complete
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SCHEDULE

Property

None.

Charged Securities

Name of company in which shares are held	Charging Company	Class of shares held	Number of shares held
TCG Guardian 2 Limited	TCG Guardian 1 Limited	Ordinary shares of £1	1

Intellectual Property

None.

Relevant Contracts

The sale and purchase agreement dated 26 September 2005 and made between (1) Reinhold Industries Inc. and (2) TCG Guardian 2 Limited.

Please do not
write in this
binding margin

Names, addresses and descriptions of the mortgagees or persons entitled to the charge (continued)

*Please complete
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3. FLOATING CHARGE

The Company charged and agreed to charge by way of first floating charge all of its present and future:

3.1 assets and undertaking (wherever located) which are not effectively charged by way of first fixed mortgage or charge or assigned pursuant to the provisions of clause 4.1 (*Fixed charges*) of the Deed, clause 4.2 (*Security assignments*) of the Deed or any other provision of the Deed; and

3.2 (whether or not effectively so charged) heritable property and all other property and assets in Scotland.

4. CONVERSION OF FLOATING CHARGE

4.1 Conversion by notice

The Security Agent may, by written notice to the Company, convert the floating charge created under the Deed into a fixed charge as regards all or any of the assets of the Company specified in the notice if:

4.1.1 a Declared Default has occurred; or

4.1.2 the Security Agent (acting reasonably) considers any Security Assets specified in the notice to be in danger of being seized or sold under any form of distress, attachment, execution or other legal process or to be otherwise in jeopardy.

4.2 Small companies

The floating charge created under the Deed by the Company shall not convert into a fixed charge solely by reason of a moratorium being obtained under the Insolvency Act 2002 (or anything done with a view to obtaining such a moratorium) in respect of the Company.

4.3 Automatic conversion

The floating charge created under the Deed shall (in addition to the circumstances in which the same will occur under general law) automatically convert into a fixed charge

4.3.1 in relation to any Security Asset which is subject to a floating charge if:

(a) the Company creates (or attempts or purports to create) any Security Interest (other than as permitted under the terms of the Facilities Agreement) on or over the relevant Security Asset without the prior consent in writing of the Security Agent; or

(b) any third party levies or attempts to levy any distress, execution, attachment or other legal process against any such Security Asset; and

4.3.2 over all the Security Assets which are subject to a floating charge if an administrator is appointed in respect of the Company.

4.4 Partial conversion

The giving of a notice by the Security Agent pursuant to clause 6.1 (*Conversion by notice*) of the Deed in relation to any class of assets of the Company shall not be construed as a waiver or abandonment of the rights of the Security Agent to serve similar notices in respect of any other class of assets or of any of the other rights of the Security Agent and/or the other Security Beneficiaries.

continued on continuation sheet 4, page 4

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Particulars of a mortgage or charge (continued)

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Continuation sheet No 4
to Form No 395 and 410 (Scot)

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Company Number

5564065

Name of Company

TCG GUARDIAN 2 LIMITED (the "Company")

Limited*

* delete if
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Description of the instrument creating or evidencing the mortgage or charge (continued) (note 2)

*Please complete
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Names, addresses and descriptions of the mortgagees or persons entitled to the charge (continued)

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5. CONTINUING SECURITY**5.1 Continuing security**

The Security is continuing and will extend to the ultimate balance of all the Secured Obligations regardless of any intermediate payment or discharge in whole or in part. The Deed shall remain in full force and effect as a continuing security for the duration of the Security Period.

5.2 Additional and separate security

The Deed is in addition to, without prejudice to, and shall not merge with, any other right, remedy, guarantee or Security Interest which the Security Agent and/or any of the other Security Beneficiaries may at any time hold for any of the Secured Obligations.

5.3 Right to enforce

The Deed may be enforced against the Company without the Security Agent and/or the other Security Beneficiaries first having recourse to any other right, remedy, guarantee or Security Interest held by or available to it or any of them.

6. UNDERTAKINGS BY THE CHARGING COMPANIES**6.1 Restrictions on dealing**

Unless expressly permitted to do so under the Facilities Agreement or by way of a waiver by the Security Agent pursuant to Clause 15 (*Amendments and Waivers to Security Documents*) of the Security Trust Deed or otherwise, the Company will not do or agree to do any of the following without the prior written consent of the Security Agent:

6.1.1 create or permit to subsist any Security Interest on any of the Security Assets; or

6.1.2 sell, assign, factor, discount, transfer, lease, lend or otherwise dispose of (whether by a single transaction or a number of transactions and whether related or not), the whole or any part of its interest in any Security Asset (except for a Permitted Disposal).

6.2 Dealings with and realisation of Receivables

The Company will:

(a) collect all Receivables promptly in the ordinary course of trading as agent for the Security Agent and promptly upon receipt pay all monies which it may receive in respect of the Receivables into such specially designated account(s) with the Security Agent (or such other account(s) with such other bank as the Security Agent may from time to time direct) (such account(s) together with all additions to or renewals or replacements thereof (in whatever currency) being a "Security Account") and pending such payment, hold all monies so received upon trust for the Security Agent; and

(b) where any Security Account is not maintained with the Security Agent, deliver to the relevant Account Bank a notice to that bank and procure that the Account Bank has signed and delivered to the Security Agent a letter, in each case in the respective forms set out in schedule 5 (Form of notice to and acknowledgement from bank operating Security Accounts) of the Deed.

continued on continuation sheet 5, page 4

*Please complete
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bold block lettering*

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**Particulars of a mortgage or charge
(continued)**Please do not
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to Form No 395 and 410 (Scot)*Please complete
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Company Number

5564065

Name of Company

TCG GUARDIAN 2 LIMITED

Limited*

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Description of the instrument creating or evidencing the mortgage or charge (continued) (note 2)

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Names, addresses and descriptions of the mortgagees or persons entitled to the charge (continued)

*Please complete
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Notwithstanding the terms of clause 10.6.1 of the Deed the Company may continue to withdraw any monies from the Security Accounts unless notice is given by the Security Agent to the relevant Account Bank that the Company may no longer do so (which notice may be given by the Security Agent at any time following the occurrence of a Declared Default)

*Please complete
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7. FURTHER ASSURANCES

7.1 Further action

The Company shall, at its own expense, promptly take whatever action the Security Agent or a Receiver may require (acting reasonably) for:

7.1.1 creating, perfecting or protecting the Security Interests intended to be created by the Deed; and

7.1.2 following a Declared Default, facilitating the realisation of any Security Asset or the exercise of any right, power or discretion exercisable by the Security Agent or any Receiver or any of its or their delegates or sub-delegates in respect of any Security Asset,

including the execution of any transfer, conveyance, assignment or assurance of any property whether to the Security Agent or to its nominees, and the giving of any notice, order or direction and the making of any registration, which in any such case, the Security Agent may think expedient.

FILE COPY



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No. 05564065

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A DEBENTURE DATED THE 26th SEPTEMBER 2005 AND CREATED BY TCG GUARDIAN 2 LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM ANY CHARGING COMPANY TO BARCLAYS BANK PLC (AS SECURITY AGENT FOR THE SECURITY BENEFICIARIES) (THE SECURITY AGENT) AND/OR THE OTHER SECURITY BENEFICIARIES (OR ANY OF THEM) 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 5th OCTOBER 2005.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 7th OCTOBER 2005.

Pm



Companies House

— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES