



00046835

ANIES FORM No. 402

Particulars of a mortgage or charge

402

Pursuant to Article 402(1) of the Companies (Northern Ireland) Order 1986.

Please do not
write in
this margin

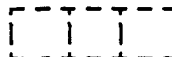
Please complete
legibly, preferably
in black type, or
bold block lettering

* insert full name
of company

To the Registrar of Companies

For official use

Company number



NI 26421

Name of company

PREMIER TRANSMISSION LIMITED (the "Company")

Date of creation of the charge

18 March 2005

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

Debenture

Amount secured by the mortgage or charge

See Continuation Sheet 1



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

Prudential Trustee Company Limited (the "Security Trustee") whose registered office
is at Laurence Pountney Hill, London

Postcode

EC4R 0HH

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

L'Estrange & Brett
Arnott House
12/16 Bridge Street
BELFAST, BT1 1LS
Ref: DA/DLM/45890/3

For official use

Public Office

Mortgage Section

Short particulars of all the property mortgaged or charged

See 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

Signed *L. E. T. & S. L.*

Date *31/03/05*

On behalf of ~~(company)~~ mortgagee/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 (Article 402). 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 (Article 405). 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 (Article 405), 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 Article 405(4) applies (property situate in Great Britain) and Form No. 405 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 Box 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 are insufficient the particulars must be entered on the prescribed continuation sheet.

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CONTINUATION SHEET 1

1. DEFINITIONS

In this form:

"Account" has the meaning given to that term in the Accounts Mandate Agreement but for the purposes of this Debenture excludes the Social Enhancement Account;

"Bond Trust Deed" means the bond trust deed dated on or about the date hereof entered into between the Company, FGIC, the Bond Trustee and the Security Trustee (to which the Company has exceeded on or about the date of the Debenture);

"Collateral Deed" means the collateral deed dated on or about the date hereof and entered into between the Issuer, FGIC and the Security Trustee (to which the Company has acceded on or about the date of the Debenture);

"Criminal Damage" means damage for which compensation is payable under the Criminal Damage Order;

"Criminal Damage Compensation" means all monies payable to the Company under the Criminal Damage Order;

"Criminal Damage Order" means the Criminal Damage Compensation (NI) Order 1977 as supplemented, amended or replaced;

"Default Rate" has the meaning given to the term **"Default Interest Rate"** in the Collateral Deed;

"Finance Document" means as defined in the Intercreditor and Security Trust Deed or the Bond Trust Deed;

"Fixtures" means, in relation to any freehold or leasehold property charged by or pursuant to the Debenture, all fixtures and fittings (including trade fixtures and fittings) and fixed plant and machinery from time to time thereon owned by the Company;

"Guarantee" means the Company's guarantee of the Issuer's obligations under the Finance Documents to the Finance Parties pursuant to Clause 15 of the Collateral Deed;

"Holdings" means Premier Transmission Holdings Limited incorporated under the laws of Northern Ireland (registered number NI 053757) whose registered office is at Ballylumford Power Station, Islandmagee, Larne, Co. Antrim BT40 3RS;

"Intellectual Property Rights" means all know-how, patents, trademarks, service marks, designs, business names, topographical or similar rights, database rights, design rights, trade secrets, rights of confidence, copyrights and other intellectual property rights and any interests (including by way of licence) in any of the foregoing (in each case whether registered or not and including all applications for the same);

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"Intercreditor and Security Trust Deed" means the intercreditor and security trust deed dated on or about the date hereof and entered into between, among others, the Issuer, Holdings, the Liquidity Facility Provider, the Bond Trustee and the Security Trustee (to which the Company has acceded on or about the date of the Debenture);

"Issuer" means Premier Transmission Financing plc incorporated under the laws of Northern Ireland (registered number NI 053751) whose registered office is at Ballylumford Power Station, Islandmagee, Larne, Co Antrim BT40 3RS;

"Mortgaged Property" means the property hereby legally mortgaged or charged and any other freehold or leasehold property the subject of this security, but excluding all heritable property located in Scotland;

"Planning Acts" means the Planning (Northern Ireland) Order 1991 and any Act or Acts for the time being in force amending or re-enacting the same and any orders, regulations or permissions made, issued or granted under or by virtue of such Acts or any of them;

"Premises" means all buildings and erections for the time being comprised within the definition of Security Assets;

"Project Contracts" means the Trust and Account Bank Agreement dated 22 November 2004 and made, inter alia, between the Company, Ulster Bank Dublin Trust Company and Ulster Bank Limited (the **"TAB Agreement"**), the Lease of Easement dated 3 December 1996 and made between, inter alia, the Company and the Crown Estate Commissioners and any other agreement relating to the SNIP Business entered into by the Company and governed by the laws of Northern Ireland;

"Receiver" means an administrative receiver, a receiver and manager or a receiver in each case appointed under the Debenture;

"Related Rights" means, in relation to any Securities, all dividends, interest, repayment or redemption proceeds and other distributions paid or payable on all or any Securities and all Securities (and the dividends or interest thereon), rights, money or property accruing or offered at any time by way of redemption, conversion, substitution, exchange, bonus or preference under option rights or otherwise, to, for or in respect of any Securities and all present and future claims, proprietary or otherwise, against depositories, custodians, clearing systems and/or other similar persons (including brokers, banks or the like), in respect of fungible or specific Securities or Related Rights, including any proprietary interest in respect of those fungible or specific Securities or Related Rights;

"Relevant Agreement" means each Project Contract and each Junior Finance Document;

"Secured Liabilities" means all present and future obligations and liabilities (whether actual or contingent and whether owed jointly or severally or in any other capacity whatsoever) of:

- (a) the Issuer to any Senior Creditor under any Finance Document; and
- (b) the Company to any Senior Creditor under any Finance Document, in each case together with all costs, charges and expenses incurred by any Senior Creditor in connection with the protection, preservation or enforcement of its rights under the Finance Documents or any other document evidencing or securing any such

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liabilities, except for any obligation or liability which, if it were so included, would result in this Deed contravening any law (including article 161 of the Companies (Northern Ireland) Order 1986);

"Securities" means all present and future debentures, obligations, certificates of deposit, notes, negotiable instruments and bearer and registered shares, securities, stock, bonds, warrants, coupons and all other securities and investments of any kind whatever, whether or not represented by a document;

"Security Assets" means all assets, rights and property of the Company the subject of any security created hereby or pursuant hereto and includes, for the avoidance of doubt, the Company's rights to or interests in any chose in action and the Company's rights under the Relevant Agreements;

"Security Documents" has the meaning given to that term in the Intercreditor and Security Trust Agreement;

"Security Period" means the period beginning on the date hereof and ending on the Senior Discharge Date; and

"Shareholders" means the Company, the Issuer and Holdings.

2. The Company as primary obligor and not merely as surety, covenants with the Security Trustee (as trustee as aforesaid) that it will pay or discharge the Secured Liabilities on the due date therefor in the manner provided in the relevant Finance Document. Any amount not paid thereunder when due shall bear interest (after as well as before judgment and payable on demand) at the Default Rate from time to time from the due date until the date such amount is unconditionally and irrevocably paid and discharged in full, save to the extent that interest at such rate on such amount for such period is charged pursuant to the relevant Finance Document and itself constitutes a Secured Liability.

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CONTINUATION SHEET 2

1. The Company as beneficial owner and as security for the payment, discharge and performance of the Secured Liabilities:
 - (a) GRANTS AND DEMISES unto the Security Trustee (as trustee as aforesaid) all that the property more particularly set out under its name in Part I of the Schedule hereto together in all cases (to the extent the same are not otherwise subject to a fixed charge hereunder) with all fixtures and fittings and buildings from time to time therein or thereon and the proceeds of sale of all and any part thereof and the benefit of any covenant for title given or entered into by any predecessor in title and any monies paid or payable in respect of such covenants TO HOLD the same unto the Security Trustee for the term of 10,000 years from the date hereof subject to the proviso for redemption as outlined in Clause 29 of the Debenture (Covenant to Release);
 - (b) GRANTS AND DEMISES unto the Security Trustee (as trustee as aforesaid) all that the property more particularly set out under its name in Part II of the Schedule hereto together in all cases (to the extent the same are not otherwise subject to a fixed charge hereunder) with all fixtures and fittings and buildings from time to time therein or thereon and the proceeds of sale of all or any part thereof and the benefit of any covenant for title given or entered into by any predecessor in title and any monies paid or payable in respect of such covenants TO HOLD same unto the Security Trustee (as trustee as aforesaid) for the residue of the terms of years created by the respective leases short particulars of which are also set out in Part II of Schedule 1 hereto less the last ten days thereof subject to the proviso for redemption as outlined in Clause 29 of the Debenture (Covenant to Release);
 - (c) CHARGES in favour of the Security Trustee (as trustee as aforesaid) all that the property comprised in the folios more particularly set out under its name in Part III of the Schedule hereto together in all cases (to the extent the same are not otherwise subject to a fixed charge hereunder) with all fixtures and fittings and buildings from time to time therein or thereon and the proceeds of sale of all or any part thereof with payment to the Security Trustee (as trustee as aforesaid) and hereby consents to and requests that the Charge be registered as a burden on the said folio subject to the proviso for redemption as outlined in Clause 29 of the Debenture (Covenant to Release);
 - (d) CHARGES in favour of the Security Trustee (as trustee as aforesaid) by way of first fixed charge:
 - (i) (to the extent that the same are not the subject of a mortgage under paragraphs (a) and/or (b) and/or (c) above (but excluding all property located in Scotland)) all present and future estates or interests in any freehold or leasehold property and any rights under any licence or other agreement or document which gives the Company a right to occupy or use property, wheresoever situate now or hereafter belonging to it together with all buildings and Fixtures thereon, the proceeds of sale of

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all or any part thereof and the benefit of any covenants for title given or entered into by any predecessor in title and any moneys paid or payable in respect of such covenants, subject, in the case of any leasehold properties, to any necessary third party's consent to such charge being obtained;

- (ii) all plant, machinery, computers and vehicles now or in the future owned by it and its interest in any plant, machinery, computers or vehicles in its possession other than any for the time being part of the Company's stock in trade or work in progress;
- (iii) (to the extent not effectively assigned under Clause 3.3 of the Debenture (Assignments)) all benefits in respect of Criminal Damage Compensation and all claims in respect thereof;
- (iv) all of its present and future book and other debts, all other moneys due and owing to it or which may become due and owing to it at any time in the future and the benefit of all rights, securities and guarantees of any nature whatsoever now or at any time enjoyed or held by it in relation to any of the foregoing including in each case the proceeds of the same, PROVIDED THAT without prejudice to any other provision of Clause 3 of the Debenture (and in particular but without limitation to sub-paragraph (iii) above) such proceeds shall be released automatically from the fixed charge effected by this sub-paragraph (v) upon those proceeds being credited to any Account;
- (v) (to the extent that the same do not fall within any other sub-paragraph of this paragraph (d) and are not effectively assigned under Clause 3.3 (Assignments)) all of its rights and benefits under each of the Relevant Agreements and any other contracts or agreements to which the Company is a party and/or that confer any rights upon the Company including, without limitation, all bills of exchange and other negotiable instruments held by it, any letters of credit issued in its favour and (subject to any necessary third party's consent to such charge being obtained) any distributorship or agreement for the licensing of Intellectual Property Rights or similar agreements entered into by it;
- (vi) any beneficial interest, claim or entitlement of it to any assets of any pension fund;
- (vii) its present and future goodwill;
- (viii) the benefit of all present and future licences, permissions, consents and authorisations (statutory or otherwise) held in connection with its business or the use of any of the Security Assets specified in paragraphs (a), (b) and (c) and sub-paragraph (i) above and the right to recover and receive all compensation which may at any time become payable to it in respect thereof;
- (ix) its present and future uncalled capital;

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- (x) all its present and future licence agreements and Intellectual Property Rights (including, without limitation, any rights and interest of the Company in those patents and trade marks and designs, if any, specified in Part I of Schedule 3) owned by it, subject to any necessary (as at the date of the Debenture) third party's consent to such charge being obtained. To the extent that any such licence agreements or Intellectual Property Rights are not capable of being charged (whether by reason of lack of any such consent as aforesaid or otherwise) the charge thereof purported to be effected by Clause 3.1(d)(x) of the Debenture shall operate as an assignment of any and all damages, compensation, remuneration, profit, rent or income which the Company may derive therefrom or be awarded or entitled to in respect thereof, as continuing security for the payment, discharge and performance of the Secured Liabilities;
- (xi) all Securities and in each case any Related Rights now or in the future owned by the Company from time to time; and
- (xii) all stocks, shares, debentures, bonds, warrants, coupons or other securities and investments now or in the future owned by the Company from time to time.

2. Attornment

- (a) IT IS HEREBY AGREED AND DECLARED that the Company shall stand possessed of the reversion immediately expectant upon the term of years hereby granted in any part of the Mortgaged Property assigned or demised by it by way of mortgage by or pursuant to this Debenture in trust for the Security Trustee (as trustee as aforesaid) to assign convey and dispose thereof as the Security Trustee may, subject to the provisions of the Intercreditor and Security Trust Deed, direct but subject so far as any right of redemption may be subsisting in such property to the proviso for redemption as outlined in Clause 29 of the Debenture (Covenant to Release) AND IT IS HEREBY DECLARED that the Security Trustee may at any time or times during the continuance of the security remove the Company or any other person or persons from being a trustee or trustees under the Declaration of Trust hereinbefore declared and on the removal of any future trustee or trustees as aforesaid may by deed appointing new trustee or trustees in the Company's or its place and the Company HEREBY IRREVOCABLY and by way of security appoints the Security Trustee and its substitute or substitutes to be the Attorney or Attorneys of the Company or otherwise at any time to convey and assign the said reversion and all other estate and interest of the Company in the said property or any part or parts thereof unto the Security Trustee or to the Purchaser or Purchasers thereof respectively or to any other person as the Security Trustee may direct and execute and do all deeds instruments and acts necessary or proper for that purpose.
- (b) The Company HEREBY ATTORNS tenant to the Security Trustee of any part of the property assigned or demised by it by way of mortgage by or pursuant to these presents at the yearly rent of a peppercorn (if demanded) provided that the Security Trustee may at any time hereafter (after the issue of an Enforcement Notice in accordance with clause 13.2 (Consequences of Acceleration Events) of the Collateral Deed) enter into and upon the Mortgaged Property or any part thereof and determine the tenancy hereby created without giving to the Company or the Company's successors in title any notice to quit

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and that neither the tenancy created by said attornment nor any receipt of rent shall constitute the Security Trustee mortgagee in possession or render it liable to account as such.

3. Assignments

- (a) The Company as beneficial owner, as continuing security for the payment, discharge and performance of the Secured Liabilities, hereby assigns and agrees to assign to the Security Trustee (as trustee as aforesaid) (i) to the extent permitted under the terms of the Relevant Agreement, all its right, title and interest (if any) in and to each Relevant Agreement and (ii) all of its present and future rights under and in respect of Criminal Damage Compensation and its present and future rights, title and interest in and to such Criminal Damage Compensation **TO HOLD** the same unto the Security Trustee as trustee as aforesaid subject to the covenant for redemption hereafter contained.
- (b) The Company shall immediately upon receipt of an Enforcement Notice in accordance with Clause 13.2 (Consequences of Acceleration Events) of the Collateral Deed give notice of the assignment of its rights, title and interest (if any) to the TAB Agreement.
- (c) The Company shall forthwith give notice of each such assignment of its right, title and interest (if any):
 - (i) under and in respect of any Criminal Damage Compensation and any claim in respect of same by sending a notice to the Northern Ireland Office; and
 - (ii) in and to the Relevant Agreements by sending a notice substantially in the form of Part I of Schedule 2 to each of the other parties thereto,

and the Company, shall use its reasonable endeavours to procure that within 21 days of the date hereof or if later, the date of entry into such Relevant Agreements, each such other party delivers a letter of undertaking to the Security Trustee in the form of Part I of Schedule 2 (in the case of each of the other Relevant Agreements), in each case with such amendments as the Security Trustee may agree.

In relation to paragraph (a) of Part I Schedule 2, the Security Trustee shall not exercise its rights to request the information referred to therein, unless an Enforcement Notice has been issued in accordance with clause 13.2 (Consequences of Acceleration Events) of the Collateral Deed.

- (d) To the extent that any such right, title and interest described in paragraph (a) of Clause 3.3 of the Debenture is not assignable or capable of assignment, the assignment thereof purported to be effected shall operate as:
 - (i) in the case of Criminal Damage Compensation, an assignment of any and all proceeds of such Criminal Damage Compensation received or receiveable by the Company; and
 - (ii) in the case of the Relevant Agreements, an assignment of any and all damages, compensation, remuneration, profit, rent or income which the Company may derive therefrom or be awarded or entitled to in respect thereof,

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in each case as continuing security for the payment, discharge and performance of the Secured Liabilities.

- (e) At all times prior to the issue of an Enforcement Notice in accordance with clause 13.2 (Consequences of Acceleration Events) of the Collateral Deed (i) the Security Trustee shall permit the Company to exercise its rights (other than to receive payment of money) under any Relevant Agreement to which it is party PROVIDED THAT the exercise of these rights in the manner proposed would not result in a Trigger Event or an Acceleration Event, and (ii) any payments received by the Security Trustee under or in respect of the Relevant Agreements by virtue of the Debenture shall be paid by the Security Trustee to the Company save to the extent required by the terms of any Finance Document to be applied against any of the Secured Liabilities or otherwise.

4. FLOATING CHARGE**4.1 Creation of floating charges**

The Company, as beneficial owner, as security for the payment, discharge and performance of the Secured Liabilities, charges in favour of the Security Trustee (as trustee as aforesaid) by way of a first floating charge all its undertaking and assets whatsoever and wheresoever both present and future (including, without limitation, any undertaking and assets situated in Scotland (whether or not the same may be mortgaged or charged by way of standard security)), subject always to all mortgages, fixed charges and assignments created by or pursuant to Clause 3 or any other provision of the Debenture.

4.2 Restrictions on dealing

The Company undertakes to the Security Trustee that, save as expressly permitted under the terms of the Finance Documents, it will not:

- (a) create or permit to subsist any Security Interest (other than a Permitted Security Interest) over all or any of its assets, rights or property other than pursuant to the Debenture or any other Security Document; or
- (b) part with, lease, sell, transfer, assign or otherwise dispose of or agree to part with, lease, sell, transfer, assign or otherwise dispose of all or any part of its assets, rights or property or any interest therein.

4.3 Conversion of Floating Charge

- (a) The Security Trustee may by notice to the Company convert a floating charge hereby created into a fixed charge as regards all or any of the Company's assets, rights and property specified in the notice:
- (i) if an Enforcement Notice has been issued in accordance with clause 13.2 (Consequences of Acceleration Events) of the Collateral Deed; or
 - (ii) if the Security Trustee in good faith considers such assets, rights or property 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; or

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- (iii) if the Security Trustee becomes aware or has reason to believe that steps have been taken which would, in the reasonable opinion of the Security Trustee, be reasonably likely to lead to the presentation of a petition to appoint an administrator in relation to the Company (or such an administrator has been appointed) or to wind up the Company or that any such petition has been presented, which in the reasonable opinion of the Security Trustee is likely to result in the winding up of the Company or the appointment of such an administrator; or
 - (iv) if the Company fails to comply, or take or threaten to take any action which in the reasonable opinion of the Security Trustee would result in it failing to comply with its obligations under Clause 3.2 of the Debenture.
- (b) The floating charge hereby created shall (in addition to the circumstances in which the same will occur under general law) automatically be converted into a fixed charge over the assets, rights and property of the Company on the convening of any meeting of its members to consider a resolution to wind up the Company (or not to wind up the Company).
- (c) The giving by the Security Trustee of a notice pursuant to paragraph 3.3(a) above in relation to any class of the Company's assets, rights and property shall not be construed as a waiver or abandonment of the Security Trustee's rights to give other similar notices in respect of any other class of assets or of any other of the rights of the Senior Creditors (or any of them) hereunder or under any of the other Finance Documents.

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SCHEDULE

Part I

Unregistered Freehold Property

None

Part II

Unregistered Leasehold Property

ALL THAT the rights and easements held under a Lease of Easement dated 3rd December 1996 (as amended from time to time) and made between (1) The Queen's Most Excellent Majesty (2) The Crown Estate Commissioners ("the Commissioners") (3) the Company (under its then name of Premier Transco Limited) and (4) British Gas plc for the term of 41 years and 4 months expiring on the 30th September 2036 which rights and easements are therein described as "the right to lay use and maintain the pipeline ("the Pipeline") shown by a red line on the Plan ("the Plan") annexed to the said Lease with landfall at Castle Robin, Islandmagee, County Antrim (having an external diameter of 24 inches) together with any related Secondary Facilities as described in the said Lease of Easement on or under the foreshore and seabed at the North Channel in the County of Antrim in the approximate position shown by a red line on the Plan (and declaring for the avoidance of doubt that the Pipeline continues or will continue over the seabed beyond Northern Ireland/Scotland Territorial Sea Boundary towards Rhin's Peninsula Wigtownshire in Scotland under the terms of a Minute of Agreement entered into or to be entered into between the Commissioners and the Company TOGETHER WITH the right to construct the Accommodation Works (as therein defined) on the foreshore and seabed and the right from time to time to enter upon the foreshore and seabed to inspect maintain repair renew and relay the Pipeline WHICH RIGHTS are to be held subject to the public rights of navigation and fishing and all other rights now exercisable over the foreshore and seabed and SUBJECT TO the yearly rents thereby reserved and to the covenants on the part of the Tenant and conditions therein contained.

Part III

Registered Property

ALL THAT the lands in the townland of Ballylumford County Antrim comprised in Folios AN37640 County Antrim TOGETHER with all rights and easements, appurtenant thereto including the grants of easement in favour of the Company and the owner from time to time of the said Folio AN37640, County Antrim over the lands in Folios 21905, AN28650, 21369, 36634, 21098, 21003, 21097 County Antrim.



NI026421

CERTIFICATE OF THE REGISTRATION OF A MORTGAGE

Pursuant to Article 409(3) of the
Companies (Northern Ireland) Order 1986

I HEREBY CERTIFY that a Debenture dated the
EIGHTEENTH day of MARCH two-thousand and FIVE and created by

Premier Transmission Limited

for securing all moneys now due, or hereafter to become due,
or from time to time accruing due from the Company to

PRUDENTIAL TRUSTEE COMPANY LIMITED

on any account whatsoever, was this day REGISTERED pursuant to
Part XIII of the Companies (Northern Ireland) Order 1986.

Given under my hand at Belfast, this FIRST day of APRIL two-thousand and

FIVE

A handwritten signature in black ink, appearing to read 'R. Dickman'.

for the Registrar of
Companies for Northern Ireland