Companies House

MR01(ef)

Registration of a Charge

Company name: **QAPLUS LIMITED**

Company number: **03714067**

Received for Electronic Filing: **17/04/2020**

X934ZJTF

Details of Charge

Date of creation: **28/03/2020**

Charge code: **0371 4067 0001**

Persons entitled: **CHRISTOPHER ROBERT DAVIS**

Brief description: **PREMISES [INCLUDING STADIUM HOUSE] FIXTURES & FITTINGS PLANT MACHINERY AND COMPUTER EQUIPMENT BOTH PRESENT AND FUTURE WHERESOEVER SITUATE. ALL SOFTWARE AND RELATED INTELLECTUAL PROPERTY. BOOK DEBTS**

Contains floating charge(s) (floating charge covers all the property or undertaking of the company).

Contains negative pledge.

Authentication of Form

This form was authorised by: **a person with an interest in the registration of the charge.**

Authentication of Instrument

Certification statement: **I CERTIFY THAT THE ELECTRONIC COPY INSTRUMENT DELIVERED AS PART OF THIS APPLICATION FOR REGISTRATION IS A CORRECT COPY OF THE ORIGINAL INSTRUMENT.**

Certified by: **CHRISTOPHER ROBERT DAVIS**

CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 3714067

Charge code: 0371 4067 0001

The Registrar of Companies for England and Wales hereby certifies that a charge dated 28th March 2020 and created by QAPLUS LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 17th April 2020 .

Given at Companies House, Cardiff on 20th April 2020

The above information was communicated by electronic means and authenticated by the Registrar of Companies under section 1115 of the Companies Act 2006

Companies House

REGISTRAR OF COMPANIES FOR ENGLAND AND WALES

THE OFFICIAL SEAL OF THE REGISTRAR OF COMPANIES

THIS DEBENTURE is made the 28th March 2020

BETWEEN:

1. QAPlus Ltd whose registered number is 3714067 and registered office is at Stadium House, Oldbury Road, Cwmbran, NP44 3JU

and

2. Christopher Robert Davis of Gathercombe House, Penhow, NP26 3AD

NOW THIS DEED WITNESSES as follows:-

1. The Company hereby covenants that it will pay to the Lenders on demand all moneys and discharge all obligations and liabilities whether actual or contingent now or at any time hereafter due owing or incurred to the Lenders by the Company anywhere in any manner whatsoever (whether alone or jointly and in whatever style, name or form and whether as principal or surety) together with interest to date of payment and all legal and other costs charges and expenses incurred by the Lenders in relation to the Company or any guarantee indemnity or security for any moneys obligations or liabilities hereby secured on a full and unqualified indemnity basis.

2. The Company shall pay interest and charges to date of payment (as well after as before any demand or judgement or the liquidation of or any arrangement or composition with creditors by the Company) at the rate and upon the terms set out in the Facility Letter from the Lenders to the Borrower dated 12th March 1992 on the money due hereunder.

3. (A) The Company as Beneficial Owner hereby charges to the Lenders as a continuing security for the payment of all moneys and the discharge of all obligations and liabilities hereby covenanted to be paid or otherwise hereby secured subject save in respect of the property Fifthly described below only to the Prior Charge short particulars whereof are set out in Second Schedule hereto but not further or otherwise:-

FIRSTLY The freehold and leasehold property of the Company both present and future and all buildings and fixtures (including trade fixtures) from time to time on any such property and all plant and machinery of the Company both present and future wheresoever situate.

SECONDLY All stocks shares bonds and securities of any kind whatsoever whether marketable or otherwise and all other interests including but not limited to loan capital of the Company both present and future in any company firm consortium or entity wheresoever situate including all allotments accretions offers rights benefits and advantages whatsoever at any time accruing offered or arising in respect of or incidental to the same and all stocks shares rights money or property accruing thereto or offered at any time by way of conversion redemption bonus preference option or otherwise in respect thereof (all of which are hereinafter called "the Securities").

THIRDLY All book and other debts and claims both present and future (including things in action which give rise or may give rise to a debt or claim) due or owing to or purchased or otherwise acquired by the Company and the full benefit of all rights and remedies relating thereto including but not limited to any negotiable instruments guarantees indemnities debentures legal and equitable charges and other security reservation of proprietary rights of tracing liens and all other rights and remedies of whatsoever nature in respect of the same.

FOURTHLY The uncalled capital goodwill and all intellectual property rights including but not limited to patents patent applications trade marks trade names registered designs copyrights licenses software maintenance contracts software [redacted] software products together with system overviews user manuals and technical documentation including object code and source code and ancillary and connected rights both present and future of the Company.

FIFTHLY The undertaking and all property assets and rights of the Company whatsoever and wheresoever both present and future including but not limited to heritable property and the whole of the property assets and rights in Scotland which is or may be from time to time while this Deed is in force comprised in the property and undertaking of the Company and the premises Firstly Secondly Thirdly and Fourthly described (if in so far as the charges thereon herein contained shall for any reason be ineffective as fixed charges).

(B) The charges hereby created shall as regards the premises Firstly Secondly Thirdly and Fourthly described be fixed (and as regards the premises first described and now vested in the Company as the same is set out in the First Schedule shall constitute a charge by way of Legal Mortgage thereon) and as to the premises Fifthly described shall be a floating charge.

It is a term hereof that the Company hereby covenants that it will not save with the prior written consent of the Lenders:-

(1) sell assign discount factor pledge charge or otherwise dispose of the premises Secondly or Thirdly described or any part thereof or deal with the same otherwise than in accordance with Clause 4(B)(1) hereof;

(2) create or purport or attempt to create or permit to subsist any Security Interest upon or to permit any Security Interest to arise on or affect the goodwill undertaking property assets or rights hereby charged (together "the Charged Assets") or any part thereof ranking in whole or in part either in priority to or pari passu with or subsequent to any of the charges hereby created; or

(3) part with possession transfer sell or otherwise dispose of or attempt or agree to transfer sell or otherwise dispose of the whole or any material part of its undertaking property assets or rights except in the usual course of trading and for the purpose of carrying on its business.

(C) The Lenders may at any time by notice in writing to the Company convert the floating charge into a specific charge as regards any assets specified in the notice which the Lenders may consider to be in danger of being seized or sold under any form of distress execution or other process levied or threatened and may appoint a Receiver thereof.

4. (A) The Company hereby covenants with the Lenders that during the continuance of this security the Company will and shall procure that each of its subsidiaries will at all times:-

(1) conduct and carry on its business in a proper and efficient manner and keep or cause to be kept proper books of account relating to such business;

(2) furnish to the Lenders copies of the trading and profit and loss account and audited balance sheet in respect of each financial year of the Company and of every subsidiary thereof forthwith upon the same becoming available and not in any event later than the expiration of three months from the end of such financial year and also from time to time such other financial statements and information respecting the assets and liabilities of the Company as the Lenders may reasonably require;

(3) observe and perform in all material respects all restrictive and other covenants and stipulations for the time being affecting its freehold leasehold or heritable property or the mode of use or enjoyment of the same or affecting its industrial or intellectual property or licences for the use thereof or its ancillary or connected rights and not without the prior consent in writing of the Lenders which consent shall not be unreasonably withheld enter into any onerous or restrictive obligations with regard thereto or do or suffer to be done on any such property anything which is deemed to be development or change of use within the meaning of the Town and Country Planning Acts from time to time in force nor do or suffer or omit to be done any act matter or thing whereby any provisions of any Act of Parliament order or regulation whatever from time to time in force affecting any such property or rights is infringed;

(4) keep all its buildings and erections and all plant machinery fixtures fittings vehicles and other effects and every part thereof in good and substantial repair and in good working order and condition and not pull down or remove any of the same without the prior written consent of the Lenders except in the ordinary course of use repair maintenance replacement or improvement;

If the Company is at any time in default in complying with the aforesaid the Lenders shall be entitled but not bound to repair and maintain the same with power for the Lenders or their agents duly appointed in writing to enter any of the Company's property for that purpose or to inspect the same and any sum or sums so expended by the Lenders shall be repayable by the Company to the Lenders on demand together with interest at 10% ("the Default Rate") from the date of payment by the Lenders as aforesaid;

(5) at its own expense insure and keep insured all its property and effects whatsoever of an insurable nature with insurers previously approved by the Lenders against loss or damage by fire civil commotion explosion aircraft flood storm tempest lightning burst pipes and such other risks and contingencies as the Lenders shall from time to time reasonably request to the full replacement value thereof from time to time including architects surveyors and all other professional fees and demolition charges together with loss of rent for three years in the name of the Company with the interest of the Lenders noted on the policy and maintain such other insurances as are normally maintained by prudent companies carrying on similar businesses and duly pay within any applicable grace period after the same has become due all premiums and other moneys necessary for effecting and keeping up such insurances and on demand produce to the Lenders the policies of such insurance and sufficient evidence of such payments failing which the Lenders may take out or renew such insurances in any sum which the Lenders may think expedient and all moneys expended by the Lenders under this provision shall be reimbursed by the Company on demand and bear interest at the Default rate.

All moneys receivable by virtue of any insurance maintained or effected by the Company (whether or not in pursuance of the obligations hereunder) shall save for any such monies required to be otherwise applied pursuant to the provisions of the Prior Charge (for as long as the same subsists) be paid to the Lenders (or if not paid by the insurers directly to the Lenders held on trust for it) and shall at the option of the Lenders be applied in replacing restoring or reinstating the property or assets destroyed or damaged (any deficiency being made good by the Company) or (save in the case of leasehold premises) in reduction of the moneys obligations and liabilities hereby secured

(6) punctually pay and indemnify the Lenders and any Receiver appointed by it against all existing and future rent rates taxed duties charges assessments impositions and outgoings whatsoever (whether imposed by agreement statute or otherwise and whether in the nature of capital or revenue and even if wholly novel) now or at any time during the continuance of this security payable in respect of the Charged Assets or any part thereof by the owner or occupier thereof. If any such sums shall be paid by the Lenders or by any such Receiver the same shall be repaid by the Company on demand with interest at the Default Rate.

(B) The Company hereby further covenants with the Lenders that during the continuance of this security the Company will:-

(1) get in and realise in the ordinary course of business all book and other debts and claims hereby charged and at the request of the Lenders and subject to the Prior Charge pay the same into a joint bank account of the Company and the Lenders opened for the purpose the Mandate for which account shall be expressed to be irrevocable save with the prior written consent of the Lenders and shall provide that no payment shall be made thereout either:-

(a) if such payment would result in such account becoming or being overdrawn; or

(b) after written notice to that effect has been given to the aforementioned bank by the Lenders, unless the cheque or order is signed by an officer of the Lenders

and no payment shall, in any event be made out of the said account otherwise than in the ordinary course of the Company's business, save with the prior written consent of the Lenders;

(2) not without the prior consent in writing of the Lenders permit any person:

(a) to be registered as proprietor under the Land Registration Acts of any freehold or leasehold property present or future from time to time hereby charged or create or permit to arise any overriding interest within the definition in those Acts;

(b) to become entitled to any proprietary right or interest which might affect the value of any land fixtures or fixed plant and machinery hereby charged;

(3) deposit with the Lenders and permit the Lenders during the continuance of this security to hold and retain the following:-

(a) all deeds and documents of title relating to all freehold leasehold and heritable property from time to time belonging to the Company (and with the insurance policies thereon) save for those deposited with a third party pursuant to the provisions of the Prior Charge;

(b) all stock and share certificate's and documents of title relating to the Securities;

(c) such deeds of transfer in blank and other documents as the Lenders may from time to time require for perfecting its title to the Securities (duly executed by or signed on behalf of the registered holder) or for vesting or enabling it to vest the same in itself or its nominees or any purchaser; and

(d) all such documents relating to the assets hereby Thirdly charged as the Lenders may from time to time reasonably require.

Provided that the obligations on the part of the Company under this sub-Clause 4(B)(3) shall be satisfied by compliance with its obligations under the Prior Charge for as long as the same subsists

(C) If the Lenders receives notice of any subsequent mortgage charge assignment or other disposition affecting the Charged Assets or any part thereof or interest therein the Lenders may open a new account for the Company; if the Lenders does not open a new account then unless the Lenders gives express written notice to the contrary to the Company it shall nevertheless be treated as if it had done so at the time when it received such notice and as from that time all payments made by or on behalf of the Company to the Lenders shall be credited or be treated as having been credited to the new account and shall not operate to reduce the amount due from the Company to the Lenders at the time when it received notice.

5. The Company shall at any time if and when required by the Lenders (but subject where appropriate to any consents required under the terms of the Prior Charge having been obtained which the Company shall use its best endeavours to procure) execute such further legal or other mortgages charges or assignments in favour of the Lenders or as it may direct as it shall require over all or any of the freehold leasehold and heritable properties the Securities and the book and other debts and claims and all rights and remedies relating thereto hereby charged both present and future of the Company and the Charged Assets both present and future to secure all moneys obligations and liabilities hereby covenanted to be paid or otherwise hereby secured such further mortgages charges or assignments to be prepared by or on behalf of the Lenders at the cost of the Company and to contain an immediate power of sale without notice a clause excluding the restrictions contained in Sections 93 and 103 of the Law of Property Act 1925 and such other clauses for the benefit of the Lenders as it may reasonably require.

6. At any time after the Lenders shall have demanded payment of any monies or liabilities or other sums hereby secured or the Company shall have been in default of any of its obligations hereunder or if requested by the Company the Lenders may exercise without further notice and whether or not it shall have appointed a Receiver or Manager all the powers conferred upon mortgagees by the Law of Property Act 1925 as hereby varied or extended and all the powers and discretions hereby conferred either expressly or by implication on a Receiver or Manager appointed hereunder. The restrictions contained in Section 93 and 103 of the Law of Property Act 1925 shall not apply to this security or to any security given to the Lenders pursuant hereto. The statutory powers of leasing conferred on the Lenders shall be extended so as to authorise the Lenders to lease and make agreements for leases at a premium or otherwise and accept surrenders of leases and grant options as the Lenders shall consider expedient and without the need to observe any of the provisions of sections 99 and 100 of the said Act.

7. (A) At any time after the Lenders shall have demanded payment of any monies or liabilities or other sums hereby secured or the Company shall have been in default of any of its obligations hereunder or if requested by the Company the Lenders may be written notice appoint any person to be a Receiver and/or Manager of the Charged Assets or any part thereof (with power to authorise any joint Receiver and/or Manager to exercise any power independently of any other joint Receiver and/or Manager) and may from time to time fix his or their remuneration and may remove any Receiver and/or Manager so appointed and appoint another or others in his place. A Receiver and/or Manager so appointed shall be the agent of the Company and the Company shall be solely responsible for his acts or defaults and for his remuneration and such Receiver and/or Manager so appointed shall have all powers conferred by the Law of Property Act 1925 without the restrictions contained in Section 93 and 103 of that Act and in addition power on behalf and at the cost of the Company (notwithstanding any liquidation of the Company) to do or omit to do anything which the Company could do or omit to do in relation to the Charged Assets or any part thereof and in particular (but without prejudice to the generality of the foregoing) any such Receiver may:-

(1) take possession of collect and get in all or any of the Charged Assets exercise in respect of the Securities any voting or other powers or rights available to a registered holder thereof in such manner as he may think fit and take any proceedings in the name of the Company or otherwise as may seem expedient to him;

(2) carry on manage develop reconstruct amalgamate or diversify the business of the Company or any part thereof or concur in so doing including power to develop properties without being responsible for loss or damage and for such purposes to raise or borrow any money (including money for the completion with or without modification of any building in the course of construction and any development or project in which the Company was engaged) from or incur any other liability to the Lenders or other on such terms and with or without security as he may think fit and so that any such security may be or include a charge on the whole or any part of the Charged Assets ranking in priority to this security or otherwise;

(3) whether forthwith or later and without the restrictions imposed by Section 103 of the Law of Property Act 1925 or the need to observe any of the provisions of Sections 99 and 100 of such Act sell by public auction or private contract let surrender or accept surrenders grant licences or otherwise dispose of or deal with all or any of the Charged Assets or concur in so doing in such manner for such consideration and generally on such terms and conditions as he may think fit with full power to convey let surrender accept surrenders or otherwise transfer or deal with such Charged Assets in the name and on behalf of the Company or otherwise and so that covenants and contractual obligations may be granted and assumed in the name of and so as to bind the Company (or other the Estate Owner) if the Receiver shall consider it necessary or expedient so to do.

Any such sale lease or disposition may be for cash debentures or other obligations shares stock securities or other valuable consideration and may be but need not be calculated by reference to profits turnover royalties licence fees or otherwise and be payable immediately or by instalments spread over such period as the Receiver shall think fit and so that any consideration received or receivable shall ipso facto forthwith be and become charged with the payment of all moneys obligations and the premises first described and now vested in the Company liabilities hereby secured. Plant machinery and other fixtures and may be severed and sold separately from the premises containing them and the Receiver may apportion any rent and the performance of any obligations affecting the premises sold without the consent of the Company;

(4) promote the formation of companies with a view to the same purchasing leasing licensing or otherwise acquiring interests in all or any of the Charged Assets or otherwise, arrange for such companies to trade or cease to trade and to purchase lease licence or otherwise acquire all or any of the Charged Assets on such terms and conditions whether or not including payment by instalments secured on unsecured as he may think fit;

(5) make any arrangements or compromise or enter into any contracts which he shall think expedient in the interests of the Lenders;

(6) make and effect such repairs renewals and improvements to the Charged Assets or any part thereof as he may think fit and maintain renew take out or increase insurances;

(7) appoint managers agents officers servants and workmen for any of the aforesaid purposes or to guard or protect the Charged Assets at such salaries and for such period and on such terms as he may determine and may dismiss the same;

(8) without any further consent by or notice to the Company exercise for and on behalf of the Company all the powers and provisions conferred on a landlord or a tenant by the Landlord and Tenant Acts 1927 and 1954 the Rent Acts or the Agricultural Holdings Act 1948 or the Agricultural Holdings (Notices to Quit) Act 1977 or any other legislation from time to time in force relating to agriculture (or any statutory modification or extension to any of the same) in respect of any part of the property hereby charged but without any obligation to exercise any of such powers and without any liability in respect of powers so exercised;

(9) sign any document execute any deed and do all such other acts and things as may be considered by him to be incidental or conducive to any of the matters or powers aforesaid or to the realisation of the security hereby constituted and to use the name of the Company for all the purposes aforesaid.

(B) All money received by the Lenders or by such Receiver in the exercise of any powers conferred by this Deed of Charge shall be applied after the discharge of the remuneration and expenses of the Receiver and all liabilities having priority thereto in or towards satisfaction of such of the moneys obligations and liabilities hereby secured and in such order (subject to any restrictions concerning the same contained in any other documents by which the Lenders is bound) as the Lenders in its absolute discretion may from time to time conclusively determine (save that the Receiver may retain the same for such period as he and the Lenders consider expedient). No purchaser or other person shall be bound or concerned to see or enquire whether the right of the Lenders or any Receiver or Manager appointed by them to exercise any of the powers hereby conferred has arisen or not or be concerned with notice to the contrary.

(C) Any such Receiver shall be entitled to remuneration appropriate to the work and responsibilities involved upon the basis of charging from time to time adopted by the Receiver in accordance with the current practice of his firm without being limited to the maximum rate specified in Section 109(6) of the Law of Property Act 1925.

(D) The Company hereby covenants with the Lenders on demand to pay all costs charges and expenses incurred by the Lenders or by any such Receiver or Manager or which it or he shall properly incur in or about the enforcement preservation or attempted preservation of this security or of the Charged Assets or any of them on a full indemnity basis with interest at the Default Rate.

(E) Neither the Lenders nor any such Receiver shall be liable to account as mortgagee in possession in respect of all or any of the Charged Assets nor be liable for any loss upon realisation or for any neglect or default of any nature whatsoever in connection therewith for which a mortgagee in possession may be liable as such.

(F) The Company hereby agrees to indemnify and hold harmless both the Lenders and any such Receiver from and against all actions claims expenses demands and liabilities whether in contract tort or otherwise now or hereafter incurred by it or him or by any manager agent officer or employee for whose liability act or omission it or he may be answerable for anything done or omitted in the exercise or purported exercise of the powers herein contained.

8. (A) The Company by way of security hereby irrevocably appoints the Lenders and the persons deriving title under it and any Receiver or Manager appointed hereunder to be its Attorney for it and in its name and on its behalf and as its act and deed or otherwise to execute and complete in favour of the Lenders or its nominees or of any purchaser any documents which the Lenders may require for perfecting its title to or for vesting the Securities or the Charged Assets or any part thereof in the Lenders or its nominees or in any purchaser and otherwise generally to sign seal and deliver and otherwise perfect any such legal or other mortgage charge security or assignment as aforesaid and all such deeds assurances agreements and documents and do all such acts and things as may be required for the full exercise of all or any of the powers hereby conferred or which may be deemed expedient by the Receiver on or in connection with any sale lease disposition realisation or getting in by the Lenders or any such Receiver of the Charged Assets or any part thereof or for any of the purposes aforesaid and the appointment shall operate as a general power of attorney made under Section 10 of the Powers of Attorney Act 1971.

The Company hereby covenants with the Lenders and separately with any such Receiver that on request it will ratify and confirm all security agreements documents acts and things and all transactions entered into by the Lenders or such Receiver or by the Company at the instance of the Lenders or such Receiver in the exercise or purported exercise in good faith of its or his powers and the Company irrevocably acknowledges and agrees that the said power of attorney is inter alia given to secure the performance of the obligations owed to the Lenders and any such receiver by the Company.

(B) The Company declares that as and when the security hereby created shall become enforceable it will hold all the Charged Assets (subject to the Prior charge and the Company's right of redemption) Upon Trust to convey assign or otherwise deal with the same in such manner and to such persons as the Lenders shall direct and hereby empowers the Lenders by an instrument under its Common Seal, to appoint new trustees of the Charged Assets or of any part thereof and in particular but without limitation at any time to appoint new trustees thereof in place of the Company as if the Company desired to be discharged from the trust or in place of any trustee appointed under this power as if he were dead.

9. During the continuance of this security the statutory and any other powers of leasing letting entering into agreements for leases or lettings and accepting or agreeing to accept surrenders of leases or tenancies shall not in relation to he property hereby charged or any part thereof be exercisable by the Company nor shall the Company part with possession of the same or any part thereof not confer any licence right or interest to occupy nor grant any licence or permission to assign underlet or part with possession of the same or any part thereof without obtaining the previous written consent of the Lenders which consent shall not be unreasonably withheld.

10. (A) This security shall be a continuing security notwithstanding any settlement of account or other matter whatsoever and is in addition to and shall not merge with or otherwise prejudice or affect any contractual or other right or remedy or any guarantee lien pledge bill note mortgage or other security (whether created by the deposit of documents or otherwise) now or hereafter held by or available to the Lenders and shall not be in any way prejudiced or affected thereby or by the invalidity thereof or by the Lenders now or hereafter dealing with exchanging releasing varying or abstaining from perfecting or enforcing any of same or any rights which they may now or hereafter have or giving time for payment or indulgence or compounding with any other person liable.

(B) All the provisions of this Charge are severable and distinct from one another and if at any time one or more of such provisions is or becomes invalid illegal or unenforceable the validity legality and enforceability of the remaining provisions hereof shall not in any way be affected or impaired thereby.

(C) No payment to the Lenders (whether under any judgement or order of any Court or otherwise) shall discharge the obligation or liability of the Company in respect of which it was made unless and until the Lenders shall have received payment in full and to the extent that the amount of any such payment shall fall short of such obligation or liability the Lenders shall have a further separate cause of action against the Company and shall be entitled to enforce the charges hereby created to recover such sum as shall pay the amount of the shortfall.

11. No failure or delay by the Lenders in exercising any right or remedy shall operate as a waiver thereof nor shall any single or partial exercise or waiver of any right or remedy preclude its further exercise or the exercise of any other right or remedy as though no waiver had been made and no relaxation or indulgence granted.

12. It is hereby certified that neither the execution of this Debenture nor the creation of the charges herein contained contravenes any of the provisions of the Memorandum and Articles of Association or other constitutional documents of the Company.

13. Any notice or demand which is required to be or which may be served hereunder upon the Company or the Lenders (as the case may be) shall be in writing signed by the sender and may be served either personally or by sending it though the post in a first class prepaid letter addressed (in the case of a company) to its registered office for the time being or (in the case of an individual) to such address as he shall have notified to the other party or parties hereto as his address for service. Where a notice or other document is served by post service shall be deemed to be effected on the second Business Day after the day on which it is posted and in proving such service it shall be sufficient to prove that the letter was properly addressed stamped and posted.

IN WITNESS whereof this Deed has been entered into the day and year first before written.

SCHEDULE 1

The premises [including Stadium House] first described in Clause 3 and now vested in the Company.

SCHEDULE 2

The Prior Charge

NONE

Signed and delivered as a deed by

The below named officers of QAPlus Ltd [Regd. 3714067]

On behalf of that Company.

Director

Director