

# 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.

Pursuant to section 395 of the Companies Act 1985

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

For official use

Company number

04569321

Name of company

\* VOLUTION LIMITED (the "Company")

Date of creation of the charge

27 July 2006

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

DEBENTURE (the "Deed")

Amount secured by the mortgage or charge

All obligations covenanted and/or undertaken to be discharged by the Company to any Secured Party in clause 2.1 (Covenant to pay) of the Deed ("Secured Obligations").

Covenant to pay

The Company covenanted with and undertook to the Security Trustee as trustee for the Secured Parties that it shall on demand of the Security Trustee discharge all obligations which the Company may at any time have to the Security Trustee (whether for its own account or as trustee for the Secured Parties) or any of the other Secured Parties under or pursuant to the Finance Documents (including the Deed and any Mortgage) including any liability in respect of any further advances made under the Finance Documents, whether present or future, actual or contingent (and whether incurred solely or jointly and whether as principal or as surety or in some other capacity) and the Company shall pay to the Security Trustee when due and payable every sum at any time owing, due or incurred by the Company to the Security Trustee (whether for its own account or as trustee for the Secured Parties) or any of the other Secured Parties in respect of any such liabilities, provided that neither such covenant, undertaking nor the security constituted by, or pursuant to, the Deed or any Mortgage shall extend to or include any liability or sum which would, but for this proviso, cause such covenant or security to be unlawful or prohibited by any applicable law.

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

THE ROYAL BANK OF SCOTLAND PLC as trustee for the Secured Parties (the "Security Trustee" which expression shall include any person for the time being appointed as trustee or as an additional trustee) of PO Box 39952, 3rd Floor, 21/2 Devonshire Square, London.

Postcode EC2M 4XJ

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

DLA Piper Rudnick Gray Cary UK LLP  
3 Noble Street  
London  
EC2V 7EE  
Contact: Denise Phillips  
89942.120334.10638254

Time critical reference

For official Use (06/2005)

Mortgage Section

Post room



LD2  
COMPANIES HOUSE

311  
14/08/2006

**1. FIXED CHARGES, ASSIGNMENTS AND FLOATING CHARGE**

**1.1 Fixed charges**

The Company charged with full title guarantee in favour of the Security Trustee as trustee for the Secured Parties with the payment and discharge of the Secured Obligations, by way of first fixed charge (which so far as it relates to land in England and Wales vested in the Company at 27 July 2006 and charged pursuant to clause 3.1 (a) of the Deed shall be a charge by way of legal mortgage) all the Company's right, title and interest from time to time in and to each of the following assets, (subject to obtaining any necessary consent to such mortgage or fixed charge from any third party):

(a) the Real Property being, for the purposes of clause 3.1 (a) of the Deed only, the freehold and leasehold property specified in the schedule hereto and all estates or interests in any other freehold property both present and future other than any assigned pursuant to clause 3.2 (Assignment) of the Deed;

(b) the Real Property other than that charged pursuant to clause 3.1 (a) of the Deed;

continued on Addendum 4/4

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)

N/A

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

Signed DATA PETER RUONICK GRAY CARY UK LLP Date 11/6/2006

On behalf of ~~XXXXXXXX~~ [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 (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

Name of company

\*insert full name  
of Company

\* VOLUTION LIMITED (the "Company")

## Addendum 1/4

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

## Addendum 2/4

2. Amount due or owing on the mortgage or charge (continued)

## NOTE.

## In this form:

**"Account"** means any credit balance from time to time on any account, excluding any Specified Account, opened or maintained by the Company with the Security Trustee or any other financial institution and all Related Rights;

**"Acquisition Documents"** means the Acquisition Agreement (as defined in the Senior Facilities Agreement) and all documents executed or to be executed pursuant to, or in connection with, the Acquisition Agreement;

**"Agent"** means The Royal Bank of Scotland PLC;

**"Assigned Account"** means any Mandatory Prepayment Account, Holding Account (each as defined in the Senior Facilities Agreement) or any similar Account that may from time to time be identified in writing as an Assigned Account by the Security Trustee and the Company;

**"Charged Property"** means all the assets of the Company which from time to time are the subject of the security created or expressed to be created in favour of the Security Trustee by or pursuant to the Deed and any Mortgage;

**"Closing Date"** means the date on which the Acquisition (as defined in the Senior Facilities Agreement) is completed in accordance with clause 5 of the Acquisition Agreement;

**"Collateral Rights"** means all rights, powers and remedies of the Security Trustee provided by or pursuant to the Deed or any Mortgage or by law;

**"Delegate"** means any delegate, agent, attorney or co-Security Trustee appointed by the Security Trustee;

**"Event of Default"** has, until the Senior Discharge Date, the meaning given to that term in the Senior Facilities Agreement and, thereafter, the meaning given to that term in the Mezzanine Facility Agreement;

**"Finance Documents"** means the Senior Documents, the Hedging Documents and the Mezzanine Documents (each as defined in the Senior Facilities Agreement);

**"Hedging Agreement"** means any agreement in agreed form entered into or to be entered into by the Company and a Hedge Counterparty (as defined in the Senior Facilities Agreement) for the purpose of hedging interest rate liabilities in relation to the Facilities and the Mezzanine Facility (each as defined in the Senior Facilities Agreement) in accordance with the letter between the Company and the Agent relating to hedging and delivered to the Agent under clause 4.1 (Initial conditions precedent) of the Senior Facilities Agreement;

**"Holdco"** means George Bond Limited a limited liability company incorporated in Bermuda with registered number 36754;

**"Insurance Policy"** means any policy of insurance (including life insurance or assurance) in which the Company may from time to time have an interest;

**"Intellectual Property"** means any patents, trade marks, service marks, designs, business names, copyrights, design rights, moral rights, inventions, confidential information, know-how and other intellectual property rights and interests, whether registered or

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unregistered, the benefit of all applications and rights to use such assets and all Related Rights including but not limited to the intellectual property set out in Schedule 3 hereto (Intellectual Property);

**"Intercreditor Agreement"** means the intercreditor agreement dated 27 July 2006 and made between the Company, Holdco, the Original Guarantors (as defined in the Senior Facilities Agreement), The Royal Bank of Scotland plc as Security Trustee, The Royal Bank of Scotland plc as senior agent, The Royal Bank of Scotland plc as mandated senior arranger, RBS Mezzanine Limited as mandated mezzanine arranger, RBS Mezzanine Limited as mezzanine agent, the Lenders, the Hedge Counterparties (each as defined in the Senior Facilities Agreement), the Mezzanine Lenders (as defined in the Intercreditor Agreement) and certain others;

**"Investments"** means:

- (a) any stocks, shares, debentures, securities and certificates of deposit (but not including the Shares);
- (b) all interests in collective investment schemes; and
- (c) all warrants, options and other rights to subscribe or acquire any of the investments described in (a) and (b),

in each case whether held directly by or to the order of the Company or by any trustee, nominee, fiduciary or clearance system on its behalf and all Related Rights (including all rights against any such trustee, nominee, fiduciary or clearance system);

**"Majority Lenders"** has the meaning given to that term in the Senior Facilities Agreement;

**"Mezzanine Facility Agreement"** means a mezzanine facility agreement dated 6 July 2006 and entered into between (1) Darwin Mezzanine Limited (as Company and Original Borrower), (2) the companies listed in part 1B of schedule 1 thereto (as Original Guarantors), (3) The Royal Bank of Scotland plc (as Arranger), (4) the financial institutions listed in part 2 of schedule 1 thereto (as Original Lenders), (5) The Royal Bank of Scotland plc (as Agent), and (6) The Royal Bank of Scotland plc (as Security Trustee);

**"Monetary Claims"** means any book and other debts (but excluding any Specified Account) and monetary claims owing to the Company and any proceeds of such debts and claims (including any claims or sums of money deriving from or in relation to any Intellectual Property, any Investment, the proceeds of any Insurance Policy, any court order or judgment, any contract or agreement to which the Company is a party and any other assets, property, rights or undertaking of the Company);

**"Mortgage"** means a mortgage or charge in respect of the Real Property owned by the Company in accordance with clause 6 (Further Assurance) of the Deed substantially in the form of schedule 7 (Form of Legal Mortgage) of the Deed;

**"Netting Arrangement"** means a pooling arrangement entered into by one or more members of the Group (as defined in the Senior Facilities Agreement) for the purpose of netting debit and credit balances as part of an Ancillary Facility (as defined in the Senior Facilities Agreement) which is an overdraft facility comprising more than one account;

**"Real Property"** means:

- (a) any freehold, leasehold, heritable or immovable property (including the freehold and leasehold property in England and Wales specified in the schedule 1 hereto (Details of Real Property)), and
- (b) any buildings, fixtures, fittings, fixed plant or machinery from time to time situated on or forming part of such freehold, heritable or leasehold property,

and includes all Related Rights;

**"Receiver"** means a receiver or receiver and manager or, where permitted by law, an administrative receiver of the whole or any part of the Charged Property and that term will include any appointee made under a joint and/or several appointment;

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

- (a) the proceeds of sale of any part of that asset;

Name of company

\*insert full name  
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\* VOLUTION LIMITED (the "Company")

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

**"Secured Parties"** means the Senior Arranger, the Mezzanine Arranger, the Security Trustee, any Receiver, the Senior Agent, the Mezzanine Agent, the Senior Lenders, the Mezzanine Lenders, the Ancillary Lenders and the Hedge Counterparties (each as defined in the Senior Facilities Agreement);

**"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 commercial effect;

**"Senior Discharge Date"** means the date on which all Senior Liabilities (as defined in the Senior Facilities Agreement) have been fully paid and discharged to the satisfaction of the Agent, whether or not as a result of enforcement;

**"Senior Facilities Agreement"** means a senior facilities agreement dated 6 July 2006 and entered into between (1) Darwin Mezzanine Limited (as Company and Original Borrower), (2) the companies listed in part 1B of schedule 1 thereto (as Original Guarantors), (3) The Royal Bank of Scotland plc (as Arranger), (4) the financial institutions listed in part 2 of schedule 1 thereto (as Original Lenders), (5) The Royal Bank of Scotland plc (as Agent), (6) The Royal Bank of Scotland plc (as Security Trustee);

**"Shares"** means all of the shares specified in schedule 2 hereto (Details of Shares) held by, to the order or on behalf of the Company at any time;

**"Specified Account"** means any account which is subject to a Netting Arrangement; and

**"Tangible Moveable Property"** means any plant, machinery, office equipment, computers, vehicles and other chattels (excluding any for the time being forming part of the Company's stock in trade or work in progress) and all Related Rights.

## SCHEDULE 1

### DETAILS OF REAL PROPERTY

#### Part A

#### Registered Land

(Freehold or leasehold property (if any) in England and Wales of which the Company is registered as the proprietor at the Land Registry)

| County<br>Borough | and District/London | Description of Property | Title Number |
|-------------------|---------------------|-------------------------|--------------|
|-------------------|---------------------|-------------------------|--------------|

Name of company

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**Part B****Unregistered Land**

(Freehold or leasehold property (if any) in England and Wales title to which is not registered at the Land Registry of which the Company is the owner)

The freehold/leasehold property known as and comprised in the following title deed(s) or other document(s) of title:

| Description | Date | Document | Parties |
|-------------|------|----------|---------|
|-------------|------|----------|---------|

**SCHEDULE 2****Details of shares**

| Company Name                | Company Number | Description of Shares                                                    |
|-----------------------------|----------------|--------------------------------------------------------------------------|
| Vent-Axia Group Limited     | 01102834       | 50,000 ordinary shares of £1 each<br>20,000 preference shares of €2 each |
| Adaptaflex Pty Limited      | 006 569 768    | 2 shares of AUS \$1.00                                                   |
| Vent-Axia Limited           | 272562         | 1 ordinary share of £1                                                   |
| Roof Units Limited          | 1000703        | 1 ordinary share of £1                                                   |
| Anda Products Limited       | 169676         | 25 ordinary shares of £1 each                                            |
| Axia Fans Limited           | 988671         | 1 ordinary share of £1                                                   |
| Kopex International Limited | 426887         | 1 ordinary share of £1                                                   |

**SCHEDULE 3****Intellectual Property**

Name of company

\*insert full name  
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\* VOLUTION LIMITED (the "Company")

Addendum 3/4

3. Names, addresses and description of the mortgages or persons entitled to the charge (continued)

Addendum 4/4

4. Short particulars of all the property mortgaged or charged (continued)

- (c) the Tangible Moveable Property;
- (d) the Accounts;
- (e) the Intellectual Property;
- (f) any goodwill and rights in relation to the uncalled capital of the Company;
- (g) the Investments;
- (h) the Shares, all dividends, interest and other monies payable in respect of the Shares and all other Related Rights (whether derived by way of redemption, bonus, preference, option, substitution, conversion or otherwise);
- (i) all Monetary Claims other than any claims which are otherwise subject to a fixed charge or assignment (at law or in equity) pursuant to the Deed and all Related Rights;
- (j) the benefit of all licenses, consents, agreements and authorisations held or used in connection with the business of the Company and any letter of credit issued in favour of the Company and all bills of exchange and other negotiable instruments held by it.

**1.2 Assignments**

The Company assigned with full title guarantee to the Security Trustee as trustee for the Secured Parties as security for the payment and discharge of the Secured Obligations all the Company's right, title and interest from time to time in and to each of the following assets (subject to obtaining any necessary consent to that assignment from any third party):

- (a) the proceeds of any Insurance Policy and all Related Rights;
- (b) all rights and claims in relation to any Assigned Account;
- (c) the proceeds of the Hedging Agreement and all Related Rights;
- (d) the Acquisition Documents and the proceeds of any claim or action under the Acquisition Documents; and
- (e) all agreements, contracts, deeds, licences, undertakings, guarantees, covenants, warranties, representations and other documents (including all documents entered into as at 27 July 2006 or in the future in order to enable the Security Trustee to perfect its rights thereunder or under the Deed) entered into by or given to the Company in respect of the Real Property including all:
  - (i) claims, remedies, awards or judgments paid or payable to the Company (including, without limitation, all liquidated and ascertained damages payable to the Company in respect of the items referred to); and
  - (ii) guarantees, warranties, bonds and representations given or made by, and any rights or remedies against any designer, builder, contractor, professional adviser, sub-contractor, manufacturer, supplier or installer of any fixture, fitting, fixed plant or machinery, in each case, relating to all or any part of the Real Property.

Name of company

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**1.3 Floating charge**

- (a) The Company charged with full title guarantee in favour of the Security Trustee as trustee for the Secured Parties with the payment and discharge of the Secured Obligations by way of first floating charge all present and future assets and undertakings of the Company.
- (b) The floating charge created by clause 3.3(a) of the Deed shall be deferred in point of priority to all fixed Security validly and effectively created by the Company under the Finance Documents in favour of the Security Trustee as trustee for the Secured Parties as security for the Secured Obligations.
- (c) Paragraph 14 of schedule B1 to the Insolvency Act 1986 applies to the floating charge created pursuant to clause 3.3 (Floating Charge) of the Deed (and each such floating charge is a qualifying floating charge for the purposes of the Insolvency Act 1986).

**2. CRYSTALLISATION OF FLOATING CHARGE****2.1 Crystallisation: by notice**

The Security Trustee may at any time by notice in writing to the Company convert the floating charge created by clause 3.3 (Floating charge) of the Deed with immediate effect into a fixed charge as regards any property or assets specified in the notice if:

- (a) an Event of Default has occurred and is continuing; or
- (b) the Security Trustee reasonably considers that any of the Charged Property may be in jeopardy or in danger of being seized or sold pursuant to any form of distress, attachment, execution or other legal process.

**2.2 Crystallisation: automatic**

Notwithstanding clause 4.1 (Crystallisation: by notice) of the Deed and without prejudice to any law which may have a similar effect, the floating charge will automatically be converted (without notice) with immediate effect into a fixed charge or other appropriate security as regards all the assets subject to the floating charge if:

- (a) the Company creates or attempts to create any Security (other than as permitted under the terms applicable to the Senior Facilities Agreement and the Mezzanine Facility Agreement) over any of the Charged Property; or
- (b) any person levies or attempts to levy any distress, execution, attachment or other legal process against any of the Charged Property; or
- (c) a resolution is passed or an order is made for the winding-up, dissolution, administration or re-organisation of the Company where such resolution is passed or order made without the prior written consent of the Security Trustee acting on the instructions of the Majority Lenders (as defined in the Intercreditor Agreement).

**2.3 Partial Conversion**

The giving of a notice by the Security Trustee pursuant to clause 4.1 (Crystallisation: 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 Trustee to serve similar notices in respect of any other class of assets or of any other right of the Security Trustee and/or the other Secured Parties.

**3. FURTHER ASSURANCE****3.1 Further assurance: general**

- (a) The covenant set out in section 2(1)(b) of the Law of Property (Miscellaneous Provisions) Act 1994 shall extend to include the obligations set out in clause 6.1(b) of the Deed.

Name of company

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(b) The Company shall promptly at its own cost enter into a Mortgage over any Real Property beneficially owned by the Company and do all such acts or execute all such documents (including assignments, standard securities, assignments, transfers, mortgages, charges, notices and instructions) as the Security Trustee may reasonably specify (and in such form as the Security Trustee may reasonably require in favour of the Security Trustee or its nominee(s)):

(i) to perfect the security created or intended to be created in respect of the Charged Property (which may include the execution by the Company of a mortgage, standard security, charge, assignment, assignment or other fixed security over all or any of the assets constituting, or intended to constitute, Charged Property) or for the exercise of the Collateral Rights;

(ii) to facilitate the exercise of any rights, powers or remedies exercisable by any Secured Party or Receiver or any Delegate in respect of the Charged Property or provided by or pursuant to the Finance Documents or by law;

(iii) to confer on the Security Trustee security over any property and assets of the Company located in any jurisdiction outside England and Wales equivalent or similar to the security intended to be conferred by or pursuant to the Deed and each Mortgage; and/or

(iv) to facilitate the realisation of the Charged Property.

### 3.2 Necessary action

The Company shall take all such action as is available to it (including making all filings and registrations) as may be necessary for the purpose of the creation, perfection, protection or maintenance of any security conferred or intended to be conferred on the Security Trustee by or pursuant to the Deed or any Mortgage.

### 3.3 Implied covenants for title

The obligations of the Company under the Deed and any Mortgage shall be in addition to the covenants for title deemed to be included in the Deed and any Mortgage by virtue of part 1 of the Law of Property (Miscellaneous Provisions) Act 1994 and other title representations, warranties and undertaking implied by applicable law.

## 4. NEGATIVE PLEDGE AND DISPOSALS

### 4.1 Negative pledge

The Company undertook that it shall not, at any time during the subsistence of the Deed or any Mortgage, create or permit to subsist any Security over all or any part of the Charged Property other than Security permitted pursuant to the Senior Facilities Agreement and the Mezzanine Facility Agreement.

### 4.2 No disposal of interests

The Company undertook that it shall not (and shall not agree to) at any time during the subsistence of the Deed or any Mortgage, except as permitted pursuant to the Senior Facilities Agreement and the Mezzanine Facility Agreement:

(a) execute any conveyance, disposition transfer, lease or assignment of, or other right to use or occupy, all or any part of the Charged Property;

(b) create any legal or equitable estate, trust or other interest in, or over, or otherwise relating to, all or any part of the Charged Property;

(c) (i) grant or vary, or accept any surrender, forfeiture, or cancellation or disposal of, any lease, tenancy, licence, consent or other right to occupy in relation to any of the Charged Property or (ii) allow any person any right to use or occupy or to become entitled to assert any proprietary interest in, or right over, the Charged Property; or

(d) subject to clause 9.2 (Accounts: operation before Event of Default) of the Deed, assign or otherwise dispose of any interest in any Account and no right, title or interest in relation to any Account maintained with the Security Trustee, or the credit balance standing to any such Account shall be capable of assignment or other disposal.

Name of company

\*insert full name  
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\* VOLUTION LIMITED (the "Company")

**5. POWER OF ATTORNEY****5.1 Appointment and powers**

The Company by way of security irrevocably appointed the Security Trustee and any Receiver severally and independently to be its attorney and in its name, on its behalf and as its act and deed or otherwise to execute, deliver and perfect all documents and do all things which the attorney acting reasonably may consider to be required or desirable for:

- (a) carrying out any obligation imposed on the Company by the Deed (including the execution and delivery of any documents, deeds, charges, assignments, assignations or other security and any transfers of the Charged Property); and
- (b) enabling the Security Trustee and any Receiver to exercise, or delegate the exercise of, any of the rights, powers and authorities conferred on them by or pursuant to the Deed or any Mortgage or by law (including, after the occurrence of an Event of Default, the exercise of any right of a legal or beneficial owner of the Charged Property).

**5.2 Ratification**

The Company ratified and confirmed all things done and all documents executed by any attorney in the exercise or purported exercise of all or any of his powers.

**6. EFFECTIVENESS OF SECURITY****6.1 Continuing Security**

- (a) The security created by or pursuant to the Deed and any Mortgage shall remain in full force and effect as a continuing security for the Secured Obligations unless and until discharged by the Security Trustee.
- (b) No part of the security from time to time intended to be constituted by the Deed will be considered satisfied or discharged by any intermediate payment, discharge or satisfaction of the whole or any part of the Secured Obligations.

FILE COPY



## CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No. 04569321

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A DEBENTURE DATED THE 27th JULY 2006 AND CREATED BY VOLUTION LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO THE ROYAL BANK OF SCOTLAND PLC AS TRUSTEE FOR THE SECURED PARTIES OR ANY OF THE OTHER SECURED PARTIES ON ANY ACCOUNT WHATSOEVER UNDER THE TERMS OF THE AFOREMENTIONED INSTRUMENT CREATING OR EVIDENCING THE CHARGE WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 14th AUGUST 2006.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 16th AUGUST 2006.

*Dr  
Daw*



*Companies House*  
— for the record —



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES