

M

COMPANIES FORM No. 395

Particulars of a mortgage or charge

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



395

CHFP025

Please do not write in this margin

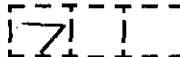
Please complete legibly, preferably in black type, or bold block lettering

Pursuant to section 395 of the Companies Act 1985

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

For official use

Company number



05091695

Name of company

* QA-IQ Group Limited (the "Company")

Date of creation of the charge

12 October 2006

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

A guarantee and debenture (the "Guarantee and Debenture")

Amount secured by the mortgage or charge

All monies, indebtedness and other liabilities present or future, actual or contingent due, owing or incurred by QA-IQ Limited to the holders (the "Noteholders") of the floating rate secured loan notes 2008-12 (the "Notes") constituted by a loan note instrument (the "Instrument") dated 12 October 2006 executed by QA-IQ Limited, under the terms of the Instrument and the Notes, together with all interest accruing thereon and all costs, charges and expenses properly owed to, or incurred directly or indirectly by QA IT Services Limited in its capacity under the Guarantee and Debenture as trustee for itself and other Noteholders from time to time ("Security Trustee") in connection therewith including (without limitation) such costs and expenses incurred in respect of action taken by the Security Trustee with respect to a stranger to the security or which by the provisions of the Guarantee and Debenture are to be secured hereby or in relation to the enforcement of the security.

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

QA IT Services Limited (registration number 1885688) whose registered office is at QA House, Delta Office Park, Welton Road, Swindon, Wiltshire as trustee for itself and other Noteholders from time to time.

Postcode SN5 7WZ

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

Charles Russell LLP
Compass House, Lypiatt Road,
Cheltenham, Gloucestershire,
GL50 2QJ

(ARD/050617/51) (415777.01)

Time critical reference

For official Use (06/2005)
Mortgage Section

Post room



See attached Rider A.

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

F. A. S. M. A. M.

Date

16 Oct 06

On behalf of ~~XXXXXXXXXXXXXXXXXX~~ [chargee] †

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

† 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

Rider A

Charges

- 1 By way of legal mortgage all and any freehold and leasehold property and other immovable property of the Company and all buildings fixtures and fittings (including trade fixtures and fittings but excluding any belonging to a tenant or other occupier under an Occupational Lease), and fixed plant and machinery of the Company both present and future from time to time on any such property together with the benefit of all and any Occupational Leases (including (but without thereby constituting the Security Trustee a mortgagee in possession) all rents and profits from such Occupational Leases).
- 2 By way of fixed charge:
 - 2.1 all other plant, machinery and all vehicles, computers, office and other equipment and furniture of the Company both present and future;
 - 2.2 the benefit of all contracts, agreements, insurance policies and contracts of insurance, rights, securities, covenants, guarantees, bonds and indemnities of any nature now or at any time enjoyed or held by the Company and relating to the Charged Assets (including without limitation all insurance policies and contracts of insurance and any agreements entered into between the Company and any contractor relating to the design, construction or development of or of any part of the Mortgaged Property or any buildings thereon);
 - 2.3 the uncalled capital and goodwill and all patents, trade marks, trade names, registered designs and copyrights and all licences and ancillary and connected rights relating to the intangible property both present and future of the Company including without limitation the benefit of all licences granted to the Company to use any patent or invention the subject of a patent application; and
 - 2.4 all stocks, shares and securities which are now or may at any time hereafter be registered in the name of or beneficially owned by the Company or its nominees which charge shall include all dividends, interest and other distributions paid or payable in respect thereof and all accretions, options, benefits, rights, moneys, property or other advantages accruing or offered at any time by way of bonus, capitalisation, redemption rights or otherwise to the holder thereof or in respect thereof.
- 3 By way of floating charge all other undertakings and assets of the Company both present and future including any property assets and undertaking of the Company not effectively charged by way of legal mortgage assignment or fixed charge pursuant to paragraphs 1 to 2.4 above.

Conversion into a Fixed Charge

- 1 The Security Trustee may, at any time by notice to the Company convert the floating charge created by paragraph 3 above into a fixed charge as regards any Charged Assets specified in such notice if in respect of such Charged Assets so specified the Security Trustee shall reasonably consider the same to be in danger of being seized or sold under any form of distress, attachment, execution or other legal process or otherwise to be in jeopardy and the Company will forthwith execute in respect of the specified Charged Assets a mortgage, charge, pledge or assignment (as the Security Trustee may require) in favour of the Security Trustee, and in such form as the Security Trustee shall require.
- 2 The floating charge created by paragraph 3 shall also crystallise on the occurrence of an Event of Default or any other event on the occurrence of which a floating charge crystallises under the general law.

Restrictions on Charges

- 1 The Company covenants that it will not without the prior consent in writing of the Security Trustee except for charges in favour of the Security Trustee created under the Debenture and charges in favour of the Governor and Company of Bank of Scotland ranking in priority to the charges created under this Debenture create or attempt to create or permit to subsist any Security Interest on or over all or any of the Charged Assets.
- 2 Notwithstanding anything in the Debenture if the Company creates any Security Interest contrary to paragraph 1 above on or over all or any of the Charged Assets or attempts to do so the floating charge created under this Debenture over those assets shall automatically without notice operate as a fixed charge instantly on such event occurring.

FILE COPY



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No. 05091695

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT GUARANTEE & DEBENTURE DATED THE 12th OCTOBER 2006 AND CREATED BY QA-IQ GROUP LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO QA IT SERVICES LIMITED AS TRUSTEE FOR ITSELF AND OTHER NOTEHOLDERS FROM TIME TO TIME 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 17th OCTOBER 2006.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 24th OCTOBER 2006.



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES