

MG01

Particulars of a mortgage or charge

226826/69



A fee is payable with this form.

We will not accept this form unless you send the correct fee

Please see 'How to pay' on the last page



What this form is for

You may use this form to register particulars of a mortgage or charge in England and Wales or Northern Ireland



What this form is NOT

You cannot use this form to register particulars of a charge for a company. To do this, please use form MG01s

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22/12/2012

#387

COMPANIES HOUSE

1

Company details

Company number 0 5 0 9 1 6 9 5

Company name in full QA-IQ Group Limited (the "Charging Company")

For official use 1 8

Filing in this form

Please complete in typescript or in bold black capitals

All fields are mandatory unless specified or indicated by *

2

Date of creation of charge

Date of creation 2 0 1 2 2 0 1 2

3

Description

Please give a description of the instrument (if any) creating or evidencing the charge, e.g. 'Trust Deed', 'Debenture', 'Mortgage', or 'Legal charge'

Description Debenture dated 20 December 2012 made between the Charging Company and others in favour of Barclays Bank PLC (in its capacity as Security Agent for the Beneficiaries (as defined in the Continuation Pages to Section 6 of this Form MG01)) (the "Debenture")

4

Amount secured

Please give us details of the amount secured by the mortgage or charge

Amount secured

The Secured Sums (as defined in the Continuation Pages to Section 6 of this Form MG01)

Reference to any Finance Document (as defined in the Continuation Pages to Section 6 of this Form MG01) includes reference to such Finance Document as varied in any manner from time to time, even if changes are made to the composition of the parties to such document or to the nature or amount of any facilities made available under such document

Continuation page

Please use a continuation page if you need to enter more details

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Particulars of a mortgage or charge

5 Mortgagee(s) or person(s) entitled to the charge (if any)

Please give the name and address of the mortgagee(s) or person(s) entitled to the charge

Continuation page

Please use a continuation page if you need to enter more details

Name Barclays Bank PLC (in its capacity as Security Agent for the Beneficiaries)

Address 5 North Colonnade

London

Postcode E 1 4 5 B B

Name

Address

Postcode

6 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Continuation page

Please use a continuation page if you need to enter more details

Short particulars

In this Section 6, references to Clauses and Schedules are to Clauses of, and Schedules to, the Debenture unless otherwise specified. References in this Form MG01 to the Debenture or to any other document (including any Finance Document) include reference to the Debenture, or to such other document, as varied in any manner from time to time. Definitions used in this Form MG01 are set out at the end of the Continuation Pages to this Section 6.

The Continuation Pages to this Section 6 refer to covenants by and restrictions on the Charging Company which protect and further define the charges created by the Debenture and which must be read as part of those charges.

The Debenture creates fixed charges and a Qualifying Floating Charge over all or substantially all of the Charging Company's assets, as follows:

Particulars of property mortgaged or charged

1 As security for the payment or discharge of all Secured Sums, the Charging Company, with full title guarantee, assigned absolutely to the Security Agent by way of security (subject to the proviso for reassignment on redemption set out in Clause 27.1 (*Redemption*))

- (a) all of its rights, title and interest from time to time in respect of any sums payable to it pursuant to the Insurance Policies,
- (b) all its rights, title and interest from time to time in respect of the Hedging Agreements, and
- (c) all its rights, title and interest from time to time in respect of the Intercompany Loan

Please also see attached Continuation Pages

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Particulars of a mortgage or charge

6	Short particulars of all the property mortgaged or charged	
	Please give the short particulars of the property mortgaged or charged	
Short particulars		Continuation Page 1
	<p>2 As security for the payment or discharge of all Secured Sums, the Charging Company, with full title guarantee, charged to the Security Agent by way of fixed charge</p> <ul style="list-style-type: none"> (a) other than in respect of any leasehold property held by the Charging Company under a lease which either precludes absolutely or conditionally the Charging Company from creating a charge over its leasehold interest in that property, all Land which is at the Debenture Date, or in the future becomes, its property, (b) all interests and rights in or relating to Land or the proceeds of sale of Land at the Debenture Date or in the future belonging to it, (c) all plant and machinery at the Debenture Date or in the future attached to any Land which, or an interest in which, is charged by it under the preceding provisions of Clause 3 2 (<i>Fixed security</i>), (d) all rental and other income and all debts and claims at the Debenture Date or in the future due or owing to it under or in connection with any lease, agreement or licence relating to Land, (e) all Specified Investments which are at the Debenture Date its property, including all proceeds of sale derived from them, (f) all Specified Investments in which the Charging Company may in the future acquire any interest (legal or equitable), including all proceeds of sale derived from them, (g) all Derivative Rights of a capital nature at the Debenture Date or in the future accruing or offered in respect of its Specified Investments, (h) all Derivative Rights of an income nature at the Debenture Date or in the future accruing or offered at any time in respect of its Specified Investments, (i) all insurance or assurance contracts or policies at the Debenture Date or in the future held by or otherwise benefiting it which relate to Fixed Security Assets or which are at the Debenture Date or in the future deposited by it with the Security Agent (excluding any policies of insurance or assurance which relate to liabilities to third parties), together with all its rights and interests in such contracts and policies (including the benefit of all claims arising and all money payable under them) apart from any claims which are otherwise subject to a fixed charge or assignment (at law or in equity) in the Debenture, (j) all its goodwill and uncalled capital for the time being, (k) to the extent that they are capable of being charged by way of fixed charge all other Intellectual Property belonging to it at the Debenture Date, including any Intellectual Property to which it is not absolutely entitled or to which it is entitled together with others, (l) to the extent that they are capable of being charged by way of fixed charge all Intellectual Property that may be acquired by or belong to it in the future, including any such Intellectual Property to which it is not absolutely entitled or to which it is entitled together with others, 	

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Particulars of a mortgage or charge

6	Short particulars of all the property mortgaged or charged	
	Please give the short particulars of the property mortgaged or charged	
Short particulars	<p style="text-align: right;">Continuation Page 2</p> <ul style="list-style-type: none"> (m) the benefit of all agreements and licences at the Debenture Date or in the future entered into or enjoyed by it relating to the use or exploitation of any Intellectual Property in the United Kingdom, (n) all its rights at the Debenture Date or in the future in relation to trade secrets, confidential information and knowhow in the United Kingdom, (o) all its rights and causes of action in respect of infringement(s) (past, present or future) of the rights referred to in sub-paragraphs (l) to (n) inclusive of this Clause, (p) all trade debts at the Debenture Date or in the future owing to it, (q) all other debts at the Debenture Date or in the future owing to it, excluding those arising on fluctuating accounts with other members of the Group, (r) the benefit of all instruments, guarantees, charges, pledges and other security and all other rights and remedies available to it in respect of any Fixed Security Asset except to the extent that such items are for the time being effectively assigned under Clause 3 1 (<i>Assignments</i>), (s) all its interests and rights (if any) in or to any money at any time standing to the credit of any Collection Account, (t) all rights, money or property accruing or payable to it at the Debenture Date or in the future under or by virtue of a Fixed Security Asset except to the extent that such rights, money or property are for the time being effectively assigned or charged by fixed charge under the foregoing provisions of the Debenture, (u) all moneys at any time standing to the credit of any Mandatory Prepayment Account, and (v) the benefit of all licences, consents and authorisations held in connection with its business or the use of any Asset and the right to recover and receive all compensation which may be payable in respect of them <p>3 As security for the payment or discharge of all Secured Sums, the Charging Company, with full title guarantee, charged to the Security Agent by way of floating charge all its Assets, except to the extent that such Assets are for the time being effectively assigned by way of security by virtue of Clause 3 1 (<i>Assignments</i>) or charged by any fixed charge contained in Clause 3 2 (<i>Fixed security</i>), including any Assets comprised within a charge which is reconverted under Clause 4 4 (<i>Reconversion</i>), but in each case so that the Charging Company shall not create any Security (other than Permitted Security) over any such Floating Charge Asset (whether having priority over, or ranking pari passu with or subject to, this floating charge) or take any other step referred to in Clause 7 (<i>Negative pledge and other restrictions</i>) with respect to any such Floating Charge Asset, and the Charging Company shall not, without the consent of the Security Agent, sell, transfer, part with or dispose of any such Floating Charge Asset (except (i) by way of sale in the ordinary course of its business to the extent that such action is not otherwise prohibited by any Finance Document, or (ii) as expressly permitted under any Finance Document)</p>	

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Particulars of a mortgage or charge

6	Short particulars of all the property mortgaged or charged	
	Please give the short particulars of the property mortgaged or charged	
Short particulars	<p style="text-align: right;">Continuation Page 3</p> <p style="text-align: center;">Covenants and Restrictions contained in the Debenture</p> <p>4 By Clause 6 1 (<i>Collection Account</i>), the Charging Company agreed that, except where moneys are to be paid into a Mandatory Prepayment Account in accordance with the terms of any other Finance Document, the Charging Company shall collect and realise all its Receivables and, as soon as is reasonably practicable on receipt, pay all money so collected into the Collection Account specified from time to time by the Security Agent in a notice substantially in the form set out in Part 1 of Schedule 3 (<i>Collection of Receivables</i>) (or in such other form as the Security Agent shall agree) or any other account over which the Charging Company has granted Transaction Security in favour of the Security Agent Following the occurrence of a Declared Default, the Charging Company shall, pending such payment, hold all money so received upon trust for the Security Agent</p> <p>5 By Clause 6 3 (<i>No derogation</i>), the Charging Company agreed not to purport, without the Security Agent's prior written consent (not to be unreasonably withheld or delayed), to charge, factor, discount, assign, postpone, subordinate, release or waive its rights in respect of any Receivable in favour of any person or do or omit to do anything which might delay or prejudice its full recovery, other than in relation to the commutation of Receivables with its customers in the ordinary course of business or as otherwise expressly permitted under the Finance Documents</p> <p>6 By Clause 7 (<i>Negative pledge and other restrictions</i>), the Charging Company agreed that, without the prior written consent of the Security Agent (and with the exception of Permitted Security), it would not</p> <p style="padding-left: 40px;">(a) create, or agree or attempt to create, or permit to subsist, any Security or any trust over any of its Assets, or</p> <p style="padding-left: 40px;">(b) sell, assign, lease, license or sub-license, or grant any interest in, any of its Fixed Security Assets, or part with possession or ownership of them, or purport or agree to do so</p> <p>7 By Clause 11 1 (<i>Negative covenants</i>), the Charging Company agreed it would not, without the prior written consent of the Security Agent (other than as expressly permitted by the Finance Documents)</p> <p style="padding-left: 40px;">(a) sell, assign, lease, license, sub-license or grant any interest in its material Intellectual Property Rights, or purport or agree to do so or part with possession or ownership of them, or allow any third party access to, or the right to use or exploit, any material Intellectual Property Rights,</p> <p style="padding-left: 40px;">(b) enter into any contract or arrangement for supply or otherwise whereby any third party obtains any assignment of or any right or licence in relation to any material Intellectual Property Rights on the occurrence or non-occurrence of any future event or circumstance whatever,</p>	

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Please give the short particulars of the property mortgaged or charged

Short particulars

Continuation Page 4

(c) amend the specification of any registered trade mark included in its material Intellectual Property Rights or authorise or permit any third party to register any trade mark which is the same as or confusingly similar to any such trade mark in respect of goods or services which are the same as or similar to the goods or services for which such trade mark is registered, or

(d) amend the specification or drawings referred to in any granted patent

Definitions

"Agent" means Barclays Bank PLC

"Ancillary Lender" has the meaning given to that term in the Intercreditor Agreement

"Arranger" means each of Barclays Bank PLC and HSBC Bank plc

"Asset" means all the Charging Company's undertaking, property, assets, revenues and rights of every description, or any part of them

"Beneficiary" means each Finance Party and each Hedge Counterparty

"Borrower" means an Original Borrower or an Additional Borrower (as defined in the Facilities Agreement) unless it has ceased to be a Borrower in accordance with clause 28 (*Changes to the Obligors*)

"Chargor" means each company named below and (with effect from its accession) each other company which executes a Deed of Accession and Charge and any company which subsequently adopts the obligations of a Chargor

(a) QA-IQ Investments Limited, a limited liability company incorporated under the laws of England and Wales with registered number 6256544,

(b) QA-IQ Group Limited, a limited liability company incorporated under the laws of England and Wales with registered number 5091695,

(c) QA Limited, a limited liability company incorporated under the laws of England and Wales with registered number 2413137,

(d) Seckloe 208 Limited, a limited liability company incorporated under the laws of England and Wales with registered number 3684770, and

(e) QA Business School Limited, a limited liability company incorporated under the laws of England and Wales with registered number 7397103

"Collection Account" means the Charging Company's account into which it is required to pay its Receivables pursuant to Clause 6.1 (*Collection Account*)

"Debenture Date" means 20 December 2012

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Please give the short particulars of the property mortgaged or charged

Short particulars

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"Declared Default" means that an Event of Default has occurred and as a result the Agent has served notice on the Parent in respect of its respective rights under Clause 25 18 (*Acceleration*) of the Facilities Agreement

"Deed of Accession and Charge" means a deed of accession and charge substantially in the form of Schedule 2 (*Form of Deed of Accession and Charge for a New Chargor*)

"Derivative Rights" includes

- (a) allotments, rights, money or property arising at any time in relation to any Investments by way of conversion, exchange, redemption, bonus, preference, option or otherwise,
- (b) dividends, distributions, interest and other income paid or payable in relation to any Investments, and
- (c) stock, shares and securities offered in addition to or in substitution for any Investments

"Event of Default" means an Event of Default under and as defined in the Facilities Agreement

"Facilities Agreement" means the facilities agreement dated 30 November 2012 between QA-IQ Investments Limited (as the Parent), the Companies listed in Part 1 of Schedule 1 thereto as Original Borrowers, the Companies listed in Part 1 of Schedule 1 thereto as Original Guarantors, the financial institutions listed in Part 2 of Schedule 1 thereto as Original Lenders, Barclays Bank PLC and HSBC Bank plc (as the Arrangers), the Entities listed in Part 3 of Schedule 1 thereto as Original Hedge Counterparties, Barclays Bank PLC as Agent and Security Agent

"Finance Document" means each Senior Finance Document and each Hedging Agreement

"Finance Party" means the Agent, the Arrangers, the Security Agent, a Lender or any Ancillary Lender

"Fixed Security Assets" means an Asset for the time being comprised within an assignment created by Clause 3 1 (*Assignments*) or within a mortgage or fixed charge created by Clause 3 2 (*Fixed security*) or arising on crystallisation of a floating charge whether under Clause 4 (*Crystallisation*) or otherwise and includes all Assets assigned, mortgaged or charged by the equivalent provisions in any Deed of Accession and Charge

"Floating Charge Assets" means an Asset for the time being comprised within the floating charge created by Clause 3 3 (*Creation of Floating Charge*) (or by the equivalent provision of any Deed of Accession and Charge)

"Group" means the Parent and its Subsidiaries for the time being

"Guarantor" means an Original Guarantor or an Additional Guarantor (each term as defined in the Facilities Agreement) unless it has ceased to be a Guarantor in accordance with clause 28 (*Changes to the Obligors*)

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Short particulars

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"Hedge Counterparty" means

- (a) any entity which is named on the signing pages of the Intercreditor Agreement as a Hedge Counterparty and,
- (b) any entity which becomes a Party as a Hedge Counterparty pursuant to Clause 19.9 (*Creditor Accession Undertaking*) of the Intercreditor Agreement, provided such entity is a Lender at the time it accedes as a Hedge Counterparty,

which, in each case, is or has become party to the Facilities Agreement as a Hedge Counterparty

"Hedging Agreement" means any agreement entered into by a Hedge Counterparty and defined as such in the Facilities Agreement

"Insurance Policy" means any contract or policy of insurance of the Charging Company (including all cover notes) of whatever nature which are from time to time taken out by or on behalf of the Charging Company or (to the extent of its interest) in which the Charging Company has an interest at any time but excluding any liability insurance, any directors' and officers' insurance and any policies of insurance which relate to liabilities to third parties

"Intellectual Property" means patents (including supplementary protection certificates), utility models, registered and unregistered trade marks (including service marks), rights in passing off, copyright, database rights, registered and unregistered rights in designs (including in relation to semiconductor products) anywhere in the United Kingdom and, in each case, any extensions and renewals of, and any applications for, such rights

"Intellectual Property Rights" means all and any of the Charging Company's Intellectual Property and all other intellectual property rights, causes of action, interests and assets charged by it pursuant to paragraphs 3.2(i) to 3.2(n) inclusive of Clause 3.2 (*Fixed security*) (or pursuant to the equivalent provisions in any Deed of Accession and Charge)

"Intercompany Loan" means the loan of £39,400,000 to be made by the Charging Company to the Parent on the first Utilisation Date in accordance with Phase 2, Step 9 set out in the Structure Memorandum (as defined in the Facilities Agreement) and made pursuant to an intercompany loan agreement dated on or about the date of the Facilities Agreement

"Intercreditor Agreement" means the intercreditor agreement dated 30 November 2012 and made between, among others, the Parent, the Company, the Debtors, Barclays Bank PLC as Security Agent and Agent, the Lenders (as Senior Lenders), the Arrangers, the Ancillary Lenders (as Senior Lenders), the Investors, the Loan Note Holders and the Intra-Group Lenders (each term as defined in the Intercreditor Agreement unless otherwise defined herein)

"Investments" means all shares, stock, debentures, debenture stock, bonds and other investments (as listed in Schedule 2, Part II of the Financial Services and Markets Act 2000), whether certificated or uncertificated and whether in registered or bearer form, including all depository interests representing any of them and including all rights and benefits of a capital nature accruing at any time in respect of any Investments by way of redemption, repayment, substitution, exchange, bonus or preference, option, rights or otherwise

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6 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

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"Land" means freehold and leasehold (excluding Rack-Rental Leases), and any other estate in, land and (outside England and Wales) immovable property and in each case all buildings and structures upon and all things affixed to Land (including trade and tenant's fixtures)

"Lender" means

- (a) any Original Lender (as defined in the Facilities Agreement), and
- (b) any bank, financial institution, trust, fund or other entity which has become a party to the Facilities Agreement as a Lender in accordance with Clause 2 2 (*Increase*) or Clause 26 (*Changes to the Lenders*) of the Facilities Agreement

"Mandatory Prepayment Account" means an interest-bearing account

- (a) held in England and Wales by the Parent or a Borrower with the Agent or Security Agent,
- (b) identified in a letter between the Parent and the Agent as a Mandatory Prepayment Account,
- (c) subject to Security in favour of the Security Agent which Security is in form and substance satisfactory to the Agent and Security Agent, and
- (d) from which no withdrawals may be made by any members of the Group except as contemplated by the Facilities Agreement,

as the same may be redesignated, substituted or replaced from time to time

"Obligor" means a Borrower or a Guarantor

"Original Borrower" means the subsidiaries of the Parent listed in part 1 of Schedule 1 (*The Original Parties*) to the Facilities Agreement as original borrowers

"Original Lender" means each of the financial institutions listed in part 2 of Schedule 1 (*The Original Parties*) to the Facilities Agreement as lenders

"Parent" means QA-IQ Investments Limited, a limited liability company incorporated under the laws of England and Wales with registered number 6256544

"Permitted Security" has the meaning given to this term in the Facilities Agreement

"Rack-Rental Lease" means leasehold property which is held under a rack-rental lease and has no capital value

"Receivables" means all the Charging Company's sums of money receivable by it at any time consisting of or payable under or derived from any Asset described in Clause 3 2 (*Fixed security*) or described in the equivalent provision of any Deed of Accession and Charge

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6 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

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"Secured Sums" 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 each Chargor to all or any of the Beneficiaries under each or any of the Finance Documents, in each case together with

- (a) all costs, charges and expenses incurred by any Beneficiary in connection with the protection, preservation or enforcement of its rights under any Finance Document, and
- (b) all moneys, obligations and liabilities due, owing or incurred in respect of any variations or increases in the amount or composition of the facilities provided under any Finance Document or the obligations and liabilities imposed under such documents

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

"Security Agent" means Barclays Bank PLC acting as security agent and trustee for the Beneficiaries including any successor appointed by the Beneficiaries pursuant to the Finance Documents

"Senior Finance Document" means the Facilities Agreement, any Fee Letter, any Accession Letter, any Resignation Letter, the Transaction Security Documents, the Intercreditor Agreement, any Transfer Certificate or undertaking delivered pursuant to Clause 26 (*Changes to the Lenders*) of the Facilities Agreement, any Ancillary Document, any Compliance Certificate, any Utilisation Request and any other document designated as such by the Agent and the Parent (each term as defined in the Facilities Agreement, unless otherwise defined in this Form MG01)

"Specified Investments" means, in relation to the Charging Company, all Investments which at any time

- (a) represent a holding in a Subsidiary of the Charging Company or an undertaking which would be its subsidiary undertaking if in section 1162(2)(a) of the Act "30 per cent or more" were substituted for "a majority",
- (b) are held in the name of the Security Agent or its nominee or to its order, or
- (c) the Charging Company has deposited certificates for with the Security Agent or which, if uncertificated, are held in an escrow or other account in favour of the Security Agent or its nominee

"Subsidiary" has the meaning given to that term in the Facilities Agreement

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Please give the short particulars of the property mortgaged or charged

Short particulars

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"Transaction Security Documents" means each of the documents listed as being a Transaction Security Document in paragraph 2(e) of part 1 of Schedule 2 (*Conditions Precedent to Signing of the Agreement*) of the Facilities Agreement and each of the documents listed as being a Transaction Security Document in paragraph 13 of part 2 of Schedule 2 (*Conditions Precedent Required to be Delivered by an Additional Obligor*) of the Facilities Agreement and any other document entered into by any Obligor creating or expressed to create any Security over all or any part of its assets in respect of the obligations of the Obligors under any of the Finance Documents

"Transaction Security" means the Security created or expressed to be created in favour of the Security Agent pursuant to the Transaction Security Documents

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7 Particulars as to commission, allowance or discount (if any)

Please insert the amount or rate percent of any commission, allowance or discount paid or made either directly or indirectly by the company to any person on consideration of his

- subscribing or agreeing to subscribe, whether absolutely or conditionally, or
- procuring or agreeing to procure subscriptions, whether absolute or conditional,

for any debentures included in this return. The rate of interest payable under the terms of the debentures should not be entered

Commission, allowance or discount

Not applicable

8 Delivery of instrument

You must deliver the original instrument (if any) creating or evidencing the charge and these prescribed particulars to the Registrar of Companies within 21 days after the date of creation of the charge (section 860). If the property is situated and the charge was created outside the United Kingdom (UK), you must deliver the information to the Registrar within 21 days after the date on which the instrument could have been received in the UK in the normal course of post and assuming you had posted it promptly (section 870).

We will accept a verified copy of the instrument creating the charge where the property charged is situated and the charge was created outside the UK (section 866). The company or the person who has delivered the copy to the Registrar must verify it to be a correct copy and sign it. Where a body corporate gives the verification, an officer of that body must sign it. We will also accept a verified copy where section 867(2) applies (property situated in another part of UK).

9 Signature

Please sign the form here

Signature

Signature

X *Hogan Lovells International LLP* X

This form must be signed by a person with an interest in the registration of the charge

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Presenter information

You do not have to give any contact information, but if you do it will help Companies House if there is a query on the form and will establish where we return the original documents. The contact information you give will be visible to searchers of the public record.

Contact name F3PCA/ROBINSOJ

Company name
Hogan Lovells International LLP

Address Atlantic House

Holborn Viaduct

Post town London

County/Region

Postcode E C 1 A 2 F G

Country United Kingdom

DX 57 London Chancery Lane

Telephone +44 (20) 7296 2000



Certificate

We will send your certificate to the presenter's address if given above or to the Company's Registered Office if you have left the presenter's information blank.



Checklist

We may return forms completed incorrectly or with information missing.

Please make sure you have remembered the following:

- ☒ [x] The company name and number match the information held on the public Register
- ☒ [x] You have included the original deed with this form
- ☒ [x] You have entered the date the charge was created
- ☒ [x] You have supplied the description of the instrument
- ☒ [x] You have given details of the amount secured by the mortgagee or chargee
- ☒ [x] You have given details of the mortgagee(s) or person(s) entitled to the charge
- ☒ [x] You have entered the short particulars of all the property mortgaged or charged
- ☒ [x] You have signed the form
- ☒ [x] You have enclosed the correct fee



Important information

Please note that all information on this form will appear on the public record.



How to pay

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

Make cheques or postal orders payable to 'Companies House'



Where to send

You may return this form to any Companies House address, however for expediency we advise you to return it to the appropriate address below:

For companies registered in England and Wales:

The Registrar of Companies, Companies House,
Crown Way, Cardiff, Wales, CF14 3UZ
DX 33050 Cardiff

For companies registered in Scotland:

The Registrar of Companies, Companies House,
Fourth floor, Edinburgh Quay 2,
139 Fountainbridge, Edinburgh, Scotland, EH3 9FF
DX ED235 Edinburgh 1
or LP - 4 Edinburgh 2 (Legal Post)

For companies registered in Northern Ireland:

The Registrar of Companies, Companies House,
Second Floor, The Linenhall, 32-38 Linenhall Street,
Belfast, Northern Ireland, BT2 8BG
DX 481 N R Belfast 1



Further information

For further information, please see the guidance notes on the website at www.companieshouse.gov.uk or email enquiries@companieshouse.gov.uk

This form is available in an alternative format. Please visit the forms page on the website at www.companieshouse.gov.uk



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

Pursuant to section 869(5) & (6) of the Companies Act 2006

**COMPANY NO. 5091695
CHARGE NO. 18**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A DEBENTURE DATED 20
DECEMBER 2012 AND CREATED BY QA-IQ GROUP LIMITED
FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM
EACH CHARGOR TO ALL OR ANY OF THE BENEFICIARIES ON
ANY ACCOUNT WHATSOEVER UNDER THE TERMS OF THE
AFOREMENTIONED INSTRUMENT CREATING OR EVIDENCING
THE CHARGE WAS REGISTERED PURSUANT TO CHAPTER 1
PART 25 OF THE COMPANIES ACT 2006 ON THE 22 DECEMBER
2012

GIVEN AT COMPANIES HOUSE, CARDIFF THE 3 JANUARY 2013

02



Companies House



**THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES**