

# 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.

CHFP025

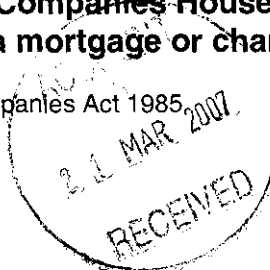
Please do not write in this margin

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

\*insert full name of Company

Pursuant to section 395 of the Companies Act 1985.

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



For official use

113

Company number

00400107  
02256197

Name of company

\* Questsun Limited (the "Chargor")

Date of creation of the charge

9 March 2007

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

A legal charge (the "Legal Charge") made by way of deed on 9 March 2007 by the persons listed in Schedule 1 (Chargors) attached hereto (each a "Chargor") in favour of HSBC Bank PLC as the agent and trustee for each of the Finance Parties (the "Security Agent").

Amount secured by the mortgage or charge

All present and future obligations and liabilities (whether actual or contingent, whether owed jointly, severally or in any other capacity whatsoever and whether originally incurred by an Obligor or by some other person) of each Obligor to the Finance Parties (or any of them) under each of the Finance Documents except for any obligation or liability which, if it were included, would cause that obligation or liability or any of the Security in respect thereof, to be unlawful or prohibited by any applicable law (the "Secured Obligations").

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

HSBC Bank PLC in its capacity as Security Agent,  
Level 24, 8 Canada Square, London

Postcode E14 5HQ

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

Clifford Chance LLP  
10 Upper Bank Street  
London  
E14 5JJ  
via London Counter

Time critical reference

For official Use (06/2005)

Mortgage Section

Post room

WEDNESDAY



LD2 \*LAG0T01T\* 416  
21/03/2007  
COMPANIES HOUSE

Short particulars of all the property mortgaged or charged

Schedule 2.

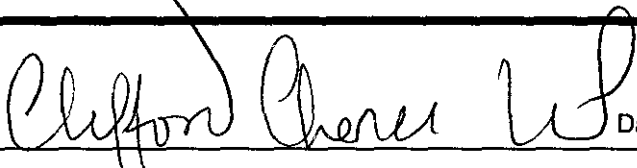
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**Please complete  
legibly, preferably  
in black type, or  
bold block  
lettering**

Particulars as to commission allowance or discount (note 3)

None.

Signed



Date 21 March 2007

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

On behalf of ~~XXXXXXXXXXXXXXXXXXXX~~ [chargee] † HSBC Bank PLC

† 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

***Schedules to Form 395 relating to the Legal Charge entered into by Questsun Limited  
(Company No. 02256197) and others dated 9 March 2007.***

**SCHEDULE 1**

**CHARGORS**

<b>Name of Chargor</b>	<b>Registration number (or equivalent, if any)</b>
Galliford Try plc	00836539
Galliford Try Services Limited	01306929
Galliford Try Properties Limited	00060572
Galliford Try Construction Limited	02472080
Galliford Try Investments Limited	05047034
Galliford Try Homes Limited	03158857
Galliford Try Partnerships Limited	00800384
Rock & Alluvium Limited	01795468
Pentland Limited	04257636
Stamford Homes Limited	00409955
Midas Homes Limited	02714200
Morrison Construction Limited	SC055775
Morrison Highway Maintenance Limited	04172749
Gerald Wood Homes Limited	03586768
Chartdale Homes Limited	01938208
Galliford Brick Factors Limited	00451055
Chartdale Limited	01792431
Try Group Limited	01989257
Try Accord Limited	01894256
Try Construction Limited	01983966
Try Homes Limited	01108676
Questsun Limited	02256197

Chancery Court Business Centre Limited	02461530
Galliford Try Plant Limited	05860430
Galliford Try Employment Limited	02252941
AWG Shelf 9 Limited	04530735
Redplay Limited	04358567

## **SCHEDULE 2**

1. **MORTGAGE**

Each Chargor charges with full title guarantee in favour of the Security Agent (as trustee for the Finance Parties), with the payment and discharge of the Secured Obligations, by way of first legal mortgage the Mortgaged Property (other than any asset subject to an Exclusion unless and until the same is satisfied) which is set opposite its name.

2. **FIXED CHARGES**

Each Chargor charges with full title guarantee in favour of the Security Agent (as trustee for the Finance Parties) (to the extent not validly and effectively charged by way of first legal mortgage pursuant to Clause 1 (*Mortgage*)) with the payment and discharge of the Secured Obligations, by way of first fixed charge, all of its rights, title and interest from time to time in and to the Mortgaged Property and all Related Rights (other than any asset subject to an Exclusion unless and until the same is satisfied).

3. **COVENANTS FOR FURTHER ASSURANCE**

This Legal Charge contains covenants for further assurance.

4. **NEGATIVE PLEDGE**

This Legal Charge contains a negative pledge.

## SCHEDULE 3

### DEFINITIONS

**In this Form 395:**

**"Accession Letter"** means a document substantially in the form set out in Schedule 6 of the Facility Agreement (*Form of Accession Letter*).

**"Additional Borrower"** means a company which becomes an Additional Borrower in accordance with Clause 28 of the Facility Agreement (*Changes to the Obligors*).

**"Additional Guarantor"** means a company which becomes an Additional Guarantor in accordance with Clause 28 of the Facility Agreement (*Changes to the Obligors*).

**"Affiliate"** means, in relation to any person, a Subsidiary of that person or a Holding Company of that person or any other Subsidiary of that Holding Company.

**"Ancillary Lenders"** means Barclays Bank PLC and HSBC Bank plc (and **"Ancillary Lender"** means either of them).

**"Arrangers"** means Barclays Capital, HSBC Bank plc, The Governor and Company of the Bank of Scotland and The Royal Bank of Scotland plc as mandated lead arrangers (whether acting individually or together).

**"Borrower"** means an Original Borrower or an Additional Borrower unless it has ceased to be a borrower in accordance with Clause 28 of the Facility Agreement (*Changes to the Obligors*).

**"Company"** means Galliford Try plc.

**"Charged Assets"** means each of the assets and undertaking of each Chargor which from time to time are the subject of any Security created or expressed to be created by it in favour of the Security Agent by or pursuant to this Legal Charge and any Supplemental Legal Charge.

**"Exclusion"** means a legal, valid and binding restriction in respect of any asset held by any Chargor which either precludes absolutely the creation of Security over that asset or requires the prior consent of any third party (other than any member of the Group) to the creation of Security over that asset.

**"Facility Agreement"** means the facilities agreement dated 8 February 2007 between, amongst others, the Company, the Original Borrowers, the Original Guarantors, the Arrangers, the Security Agent and the Original Lenders.

**"Facility Agent"** means HSBC Bank plc as facility agent of the other Finance Parties.

**"Fee Letter"** or **"Fee Letters"** means any letter or letters dated on or about the date of the Legal Charge between the Arrangers and the Company (or the Facility Agent and the Company) setting out any of the fees referred to in Clause 15 (*Fees*) of the Facility Agreement.

**"Finance Documents"** means the Facility Agreement, the Transaction Security Documents, the Mandate Letter, any Fee Letter, any Accession Letter, any Resignation Letter and any other document designated as such by the Facility Agent and the Company.

**"Finance Party"** or **"Finance Parties"** means the Facility Agent, the Security Agent, the Issuing Bank, the Arrangers, a Lender and each Ancillary Lender (including any Affiliate of a Lender which is an Ancillary Lender).

**"Group"** means the Company and its Subsidiaries from time to time.

**"Guarantor"** means an Original Guarantor or an Additional Guarantor, unless it has ceased to be a Guarantor in accordance with Clause 28 (*Changes to the Obligors*) of the Facility Agreement.

**"Holding Company"** means, in relation to a company or corporation, any other company or corporation in respect of which it is a Subsidiary.

**"Issuing Bank"** means HSBC Bank plc as issuing bank.

**"Lender"** means (a) any Original Lender and (b) any bank, financial institution, trust, fund or other entity which has become a Party in accordance with Clause 27 (*Changes to the Lenders*) of the Facility Agreement, which in each case has not ceased to be a Party in accordance with the Facility Agreement.

**"Mandate Letter"** means the letter dated 30 January 2007 between the Arrangers, the Company and others.

**"Mortgaged Property"** means the freehold and leasehold property specified in Schedule 4.

**"Obligor"** means a Borrower or Guarantor under the Facility Agreement.

**"Original Borrowers"** means Galliford Try plc, Galliford Try Services Limited, Galliford Try Properties Limited, Galliford Try Construction Limited, Galliford Try Investments Limited, Galliford Try Homes Limited, Galliford Try Partnerships Limited, Rock & Alluvium Limited, Pentland Limited, Stamford Homes Limited, Midas Homes Limited, Morrison Construction Limited, Morrison Highway Maintenance Limited, Gerald Wood Homes Limited, Chartdale Homes Limited, Galliford Brick Factors Limited, Chartdale Limited, Try Group Limited, Try Accord Limited, Try Construction Limited, Try Homes Limited, Chancery Court Business Centre Limited, Questsun Limited, Galliford Try Plant Limited and Galliford Try Employment Limited, or, when referred to in the singular, the applicable individual original borrower out of the Original Borrowers.

**"Original Guarantors"** means Galliford Try plc, Galliford Try Services Limited, Galliford Try Properties Limited, Galliford Try Construction Limited, Galliford Try Investments Limited, Galliford Try Homes Limited, Galliford Try Partnerships Limited, Rock & Alluvium Limited, Pentland Limited, Stamford Homes Limited, Midas Homes Limited, Morrison Construction Limited, Morrison Highway Maintenance Limited, Gerald Wood Homes Limited, Chartdale Homes Limited, Galliford Brick Factors Limited, Chartdale Limited, Try Group Limited, Try Accord Limited, Try Construction Limited, Try Homes

Limited, Chancery Court Business Centre Limited, Questsun Limited, Galliford Try Plant Limited, Galliford Try Employment Limited, AWG Shelf 9 Limited and Redplay Limited, or, when referred to in the singular, the applicable individual original guarantor out of the Original Guarantors.

**"Original Lenders"** means Barclays Bank PLC, HSBC Bank plc, The Governor and Company of the Bank of Scotland and The Royal Bank of Scotland plc or, when referred to in the singular, the applicable individual original lender out of the Original Lenders.

**"Party"** means a party to the Facility Agreement.

**"Real Property"** means the Mortgaged Property and any present or future freehold or leasehold property in which any Chargor has any interest, including all buildings, fixtures and fittings from time to time owned by a Chargor and on or forming part of that property and all Related Rights.

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

- (a) the proceeds of sale of any part of that asset;
- (b) all the rights under any agreement for sale or agreement for lease in respect of that asset; and
- (c) all guarantees, indemnities or covenants for title in respect of that asset.

**"Resignation Letter"** means a letter substantially in the form set out in Schedule 7 (*Form of Resignation Letter*) of the Facility Agreement.

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

**"Supplemental Legal Charge"** means a mortgage or legal charge in respect of all or any part of the Real Property between a Chargor and the Security Agent substantially in the form of Schedule 3 (*Form of Supplemental Legal Charge*) to the Legal Charge.

**"Subsidiary" or "Subsidiaries"** means a subsidiary within the meaning of section 736 of the Companies Act 1985.

**"Transaction Security Documents"** means each of the documents listed as being a Transaction Security Document in paragraph 2 (*Conditions Precedent*) of Part IB of Schedule 2 of the Facility Agreement together with any other document entered into by any Obligor creating or expressed to create any Security over all or any part of its assets (owned now or in the future) in respect of the obligations of any of the Obligors under any of the Finance Documents.



**SCHEDULE 4****THE MORTGAGED PROPERTY**

<b>Chargor</b>	<b>Property Description</b>	<b>Tenure</b>	<b>Title Number(s)</b>
1. Try Homes Limited	Land adjacent to Harrow Yard, Akeman Street, Tring (HP23 6AA)	Freehold	HD369248
2. Try Homes Limited	24 Chestnut Avenue, Wokingham (RG41 3HX)	Freehold	BK109698
3. Try Homes Limited	Land on the south side of Pembury Road, Tunbridge Wells	Freehold	K894662
4. Try Homes Limited	Land on the south side of Allington Road, Newick, Lewes	Freehold	ESX295488
5. Try Homes Limited	Land at Great Field Place, East Grinstead	Freehold	WSX31424
6. Try Homes Limited	15 East View Road, Wargrave (RG10 8BH)	Freehold	BK370997
7. Try Homes Limited	1-15 Pantile Close, Tilehurst	Freehold	BK398971
8. Try Homes Limited	91-92 Akeman Street, Tring, Herts (SP9 2II)	Freehold	HD353733
9. Try Homes Limited	Queen Elizabeth Hospital, Holly Lane, Banstead	Freehold	SY697199
10. Try Homes Limited	9 Buckingham Drive, Emmer Green, Reading (RG4 8RY)	Freehold	BK92819
11. Try Homes Limited	375 to 379 Uxbridge Road, Pinner and land at the back of 381 Uxbridge Road, Pinner (HA5 4JN)	Freehold	NGL797271
12. Try Homes Limited	The Lower House, Winchester Road, Wickham, Fareham (PO17 5EU)	Freehold	HP658019

<b>Chargor</b>	<b>Property Description</b>	<b>Tenure</b>	<b>Title Number(s)</b>
13. Try Homes Limited	Oak Farm, Crawley Down Road, Felbridge, East Grinstead (RH19 2PS)	Freehold	SY441170
14. Try Homes Limited	Littlecoate, 28 Crompton Road, Lindfield, Haywards Heath (RH16 2JZ)	Freehold	WSX231289
15. Try Homes Limited	Land on the south west side of Station Road, Chinnor	Freehold	ON264866
16. Try Homes Limited	Land on the north east and south west side of Manor Road, Wokingham	Freehold	BK406341
17. Try Homes Limited	Land at the rear of 17 to 25 (odd) Western Avenue, Woodley (RG5 3JB)	Freehold	BK407092
18. Try Homes Limited	94 Kidmore End Road, Emmer Green, Reading (RG4 8SL)	Freehold	BK405991
19. Try Homes Limited	77 and 79 and land at the back of 75 Tolmers Road, Cuffley, Potters Bar (EN6 4JJ)	Freehold	HD453092
20. Try Homes Limited	The Lindens, St Benets Way, Tenterden (TN30 6QQ)	Freehold	K288401
21. Try Homes Limited	5 Mill Road, Marcham, Abingdon (OX13 6NZ)	Freehold	ON260605
22. Try Homes Limited	91 Peppard Road, and 1 to 6 Caversham Hill, Peppard Road, Caversham	Freehold	BK319896
23. Try Homes Limited	39, 41, 43, 47, 49 and 49A Emmbrook Road,	Freehold	BK26738

Chargor	Property Description	Tenure	Title Number(s)
	Wokingham (RG41 1HG)		
24. Try Homes Limited	82-84 High Street, Hampton Hill, Hampton (TW12 1NY)	Freehold	TGL244500
25. Try Homes Limited	11a and 11b Ermin Street, Stratton St Margaret, Swindon / Land on the north east side of Ermin Street, Stratton St Margaret	Freehold	WT233388, WT220532
26. Try Homes Limited	12, 14 and 24 Truro Road, Wood Green, London	Freehold	NGL187567
27. Try Homes Limited	1 to 47 Ashcroft Place, Epsom Road, Leatherhead	Freehold	SY231466
28. Try Homes Limited	119, 121, 123 and 125 Buxton Lane and land on the south west side of 115 and 117 Buxton Lane, Caterham	Freehold	SY739556
29. Chartdale Homes Limited	Land and buildings on the North Side of Charles Street, Louth	Freehold	LL172778
30. Chartdale Homes Limited	Land on the north east side of Wisteria Drive Healing	Freehold	HS324482
31. Chartdale Homes Limited	Land and buildings on the North East side of Mill Lane, Horncastle	Freehold	LL230149
32. Chartdale Homes Limited	Land and buildings on the north side of Longdales Road, Lincoln	Freehold	LL246825
33. Chartdale Homes Limited	Land on the west side of Bardney Road, Wragby	Freehold	LL181949

<b>Chargor</b>	<b>Property Description</b>	<b>Tenure</b>	<b>Title Number(s)</b>
34. Chartdale Homes Limited	Land on the north side of Station Road, Great Coates, Grimsby	Freehold	HS314911
35. Chartdale Homes Limited	Land at Malcolm Road, Grimsby	Freehold	HS323127
36. Chartdale Homes Limited	Land on the north west side of Louth Road, Horncastle	Freehold	LL22928
37. Chartdale Homes Limited	The Meadows, Messingham, Scunthorpe	Freehold	HS319268, HS319031
38. Chartdale Homes Limited	Land at the junction of Ferriby Road and the A15, Barton upon Humber	Freehold	HS244160
39. Chartdale Homes Limited	Land to the East of Earl Avenue, New Waltham, Grimsby	Freehold	HS327926
40. Chartdale Homes Limited	West side of Elizabeth Close, Scotter, Swest Lindsey, Lincolnshire	Freehold	LL228581
41. Chartdale Limited	Land on the north side of Grange Farm Lane, Humberston	Freehold	HS291593
42. Galliford Try Properties Limited	Land on the west side of Hawk Lane, Rettendon, Battlesbridge	Freehold	EX442851
43. Galliford Try Properties Limited	Land on South Side, Hawk Lane, Battlesbridge	Freehold	EX471936
44. Galliford Try Properties Limited	Land on East Side of Temple Hill, Wolvey	Freehold	WK285015
45. Galliford Try Properties Limited	Land on South Side of Lutterworth Road, Wolvey	Freehold	WK263354
46. Galliford Try Properties Limited	Charnwood, Moat Lane, Wolvey	Freehold	WK276733

<b>Chargor</b>	<b>Property Description</b>	<b>Tenure</b>	<b>Title Number(s)</b>
47. Galliford Try Properties Limited	Land on South East side of Lutterworth Road, Wolvey	Freehold	WK269740
48. Gerald Wood Homes Limited	Broomhill House, Foxhole Hill, Cristow, Exeter (EX6 7PJ)	Freehold	DN497193
49. Gerald Wood Homes Limited	Glenview, Manor Road, Sidmouth (EX10 8RR)	Freehold	DN423309
50. Gerald Wood Homes Limited	Land at Budbrooke Farm, Crockernwell, Exeter	Freehold	DN530373
51. Gerald Wood Homes Limited	Staverton Court, Stavertun, Totnes (TQ9 6NU)	Freehold	DN232585
52. Gerald Wood Homes Limited	Land at Bishops Meadow, Bishopsteignton, Teignmouth	Freehold	DN488017, DN531859
53. Gerald Wood Homes Limited	Little Wilcox, Hatch Beauchamp, Taunton (TA3 6AB)	Freehold	ST245907
54. Stamford Homes Limited	Land on the south west side of Kingsdown Road, Birchwood, Lincoln	Freehold	LL249278
55. Stamford Homes Limited	Land at Oak Way, Heckington	Freehold	LL248437
56. Stamford Homes Limited	Land on the north west side of Cambridge Road, Ely	Freehold	CB292097
57. Stamford Homes Limited	Land lying to the east of Harborough Road, Desborough	Freehold	NN251671
58. Stamford Homes Limited	6.030 acres of land south of Hawthorn Road, Bunkers Hill, Lincoln	Freehold	LL248717
59. Stamford Homes Limited	Land and buildings on the north west side of	Freehold	LT148661

Chargor	Property Description	Tenure	Title Number(s)
	Charnwood Road, Shepshed		
60. Stamford Homes Limited	Land on the south side of Witchford Road, Ely	Freehold	CB282256
61. Stamford Homes Limited	Land at Palermo Avenue, Coventry (CV3 5EH)	Freehold	WM850551
62. Stamford Homes Limited	Land at Palermo Avenue, Coventry	Freehold	WM893834
63. Stamford Homes Limited	Site of Wilson Road and land on the south west side of Wilson Road, Rushden	Freehold	NN254484
64. Stamford Homes Limited	Land at Fairfield Hospital, Stotfold	Freehold	BD239484, BD250990
65. Stamford Homes Limited	The Fox & Hounds Public House, Uppingham Road, Skeffington (LE7 9TE)	Freehold	LT246757
66. Stamford Homes Limited	Land and buildings on the east side of Midland Road, Higham Ferrers	Freehold	NN257499
67. Stamford Homes Limited	Tree Tops, East Street, Colne, Huntingdon (PE28 3LZ)	Freehold	CB163586
68. Redplay Limited	Garage/plots at the Weavers Meadow, Shepsted	Leasehold	LT377203, LT377204
69. Midas Homes Limited	Land lying to the south of Bodmin Street, Holsworthy	Freehold	DN525029
70. Midas Homes Limited	3 & 5 Clarence Road North, Weston-super- Mare	Freehold	ST227952, AV235425
71. Midas Homes Limited	Land on the south side of Falmouth Road, Henlys,	Freehold	CL209140

Chargor	Property Description	Tenure	Title Number(s)
	Helston		
72. Midas Homes Limited	The Nore, 7 Sarlsgdown Road, Exmouth (EX8 2HT)	Freehold	DN369046
73. Midas Homes Limited	Land at Fonthill Hotel, Lower Warberry Road, Torquay (TQ1 1QP)	Freehold	DN520859
74. Midas Homes Limited	17-20 Marine Parade, Dawlish (EX7 9DL)	Freehold	DN509386
75. Midas Homes Limited	Land and buildings on the south side of Clapps Lane, Seaton (EX12 2AD)	Freehold	DN166501, DN181456
76. Midas Homes Limited	Land at Norah Fry Hospital	Freehold	WS25690
77. Midas Homes Limited	Kiniver Nursing Home, New Road, Teignmouth (TQ14 8UE)	Freehold	DN226712
78. Midas Homes Limited	Land at Quemerford Gardens, Colone	Freehold	WT252975
79. Midas Homes Limited	Nebula, Crockwell Street, Bodmin (PL31 2DS)	Freehold	CL189166
80. Midas Homes Limited	Land at Rivermead Way, Seaton	Freehold	DN395087
81. Midas Homes Limited	Land on the south side of Trevanson Road, Wadebridge	Freehold	CL226174
82. Midas Homes Limited	Land at Torfells, Weston-Super-mare	Freehold	ST249741
83. Midas Homes Limited	Land at Green Acre, Halberton	Freehold	DN522685, DN513972
84. Midas Homes Limited	Liskerret Wood, Liskeard	Freehold	CL231957
85. Midas Homes Limited	Godwins House, 48 Ebrington Street,	Freehold	DN525565

Chargor	Property Description	Tenure	Title Number(s)
	Plymouth (PL4 9AD)		
86. Midas Homes Limited	Land adjoining Rock Close, West Street, South Molton (EX36 4DG)	Freehold	DN532832



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## CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No. 02256197

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A LEGAL CHARGE DATED THE 9th MARCH 2007 AND CREATED BY QUESTSUN LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM EACH OBLIGOR TO THE FINANCE PARTIES (OR ANY OF THEM) 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 21st MARCH 2007.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 26th MARCH 2007.

*LCIDM*



*Companies House*

— for the record —



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES