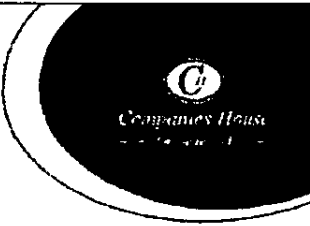










In accordance with Section 860 of the Companies Act 2006		<b>MG01</b> <b>Particulars of a mortgage or charge</b> 330394/143			
		<b>A fee is payable with this form</b> We will not accept this form unless you send the correct fee Please see 'How to pay' on the last page			
<input checked="" type="checkbox"/> <b>What this form is for</b> You may use this form to register particulars of a mortgage or charge in England and Wales or Northern Ireland		<input checked="" type="checkbox"/> <b>What this form is NOT for</b> You cannot use this form to particulars of a charge for a Scottish company. To do this please use MG01s		 *AYMYH11S* A05 05/03/2010 61 COMPANIES HOUSE	
<b>1</b>		<b>Company details</b>		5	
Company number		0 1 4 4 5 0 6 6		→ <b>Filling in this form</b> Please complete in typescript or in bold black capitals  All fields are mandatory unless specified or indicated by *	
Company name in full		Estimation Limited (the "Company")			
<b>2</b>		<b>Date of creation of charge</b>			
Date of creation		0 1 0 3 2 0 1 0			
<b>3</b>		<b>Description</b>			
		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 1 March 2010 between, amongst others, the Company and Lloyds TSB Bank plc as lender (the "Lender") (the "Debenture")			
<b>4</b>		<b>Amount secured</b>			
		Please give us details of the amount secured by the mortgage or charge		<b>Continuation page</b> Please use a continuation page if you need to enter more details	
Amount secured		Please see attached Continuation Page			

	<b>MG01</b> Particulars of a mortgage or charge	
<b>5</b>	<b>Mortgagee(s) or person(s) entitled to the charge (if any)</b>	
	Please give the name and address of the mortgagee(s) or person(s) entitled to the charge	<b>Continuation page</b> Please use a continuation page if you need to enter more details
Name	Lloyds TSB Bank plc as Lender	
Address	PO BOX 6000, 125 Colmore Row	
	Birmingham	
Postcode	B 1 1 B Z	
Name		
Address		
Postcode		
<b>6</b>	<b>Short particulars of all the property mortgaged or charged</b>	
	Please give the short particulars of the property mortgaged or charged	<b>Continuation page</b> Please use a continuation page if you need to enter more details
Short particulars	Please see attached Continuation Page	

	<b>MG01</b> Particulars of a mortgage or charge	
<b>7</b>	<b>Particulars as to commission, allowance or discount (if any)</b>	
	<p>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</p> <ul style="list-style-type: none"> <li>- subscribing or agreeing to subscribe, whether absolutely or conditionally, or</li> <li>- procuring or agreeing to procure subscriptions, whether absolute or conditional,</li> </ul> <p>for any debentures included in this return The rate of interest payable under the terms of the debentures should not be entered</p>	
Commission allowance or discount	N/A	
<b>8</b>	<b>Delivery of instrument</b>	
	<p>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 866)</p> <p>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 870) 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 accept a verified copy where section 867(2) applies (property situated in another part of UK)</p>	
<b>9</b>	<b>Signature</b>	
	Please sign the form here	
Signature	<p>Signature</p> <p>X <i>Pinet Mason Ltd.</i> X</p>	
	This form must be signed by a person with an interest in the registration of the charge	

MG01 Particulars of a mortgage or charge	
 <b>Presenter information</b>	
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	Sandeep Bassan
Company name	Pinsent Masons LLP
Address 3 Colmore Circus	
Post town Birmingham	
County/Region West Midlands	
Postcode	B 4 6 B H
County	
DX 703167	
Telephone 0121 335 2996	
 <b>Certificate</b>	
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.	
 <b>Checklist</b>	
<b>We may return forms completed incorrectly or with information missing</b>	
<b>Please make sure you have remembered the following</b>	
<input type="checkbox"/> The company name and number match the information held on the public Register <input type="checkbox"/> You have included the original deed with this form <input type="checkbox"/> You have entered the date the charge was created <input type="checkbox"/> You have supplied the description of the instrument <input type="checkbox"/> You have given details of the amount secured by the mortgagee or chargee <input type="checkbox"/> You have given details of the mortgagee(s) or person(s) entitled to the charge <input type="checkbox"/> You have entered the short particulars of all the property mortgaged or charged <input type="checkbox"/> You have signed the form <input type="checkbox"/> You have enclosed the correct fee	
 <b>Important information</b>	
Please note that all information on this form will appear on the public record.	
 <b>How to pay</b>	
A fee of £13 is payable to the Companies House in respect of each mortgage or charge.  Make cheques or postal orders payable to 'Companies House'.	
 <b>Where to send</b>	
You may return this form to any Companies House address, however for expediency we advise you to return it to the appropriate address below.	
<b>For companies registered in England and Wales</b> The Registrar of Companies, Companies House, Crown Way, Cardiff, Wales, CF14 3UZ DX 33050 Cardiff	
<b>For companies registered in Scotland</b> 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)	
<b>For companies registered in Northern Ireland</b> The Registrar of Companies, Companies House First Floor, Waterfront Plaza, 8 Laganbank Road, Belfast, Northern Ireland, BT1 3BS DX 481 N R Belfast 1	
 <b>Further information</b>	
For further information, please see the guidance notes on the website at <a href="http://www.companieshouse.gov.uk">www.companieshouse.gov.uk</a> or email <a href="mailto:enquiries@companieshouse.gov.uk">enquiries@companieshouse.gov.uk</a> .	
This form is available in an alternative format. Please visit the forms page on the website at <a href="http://www.companieshouse.gov.uk">www.companieshouse.gov.uk</a> .	

In accordance with Section 860 of the Companies Act 2006	<b>MG01 – continuation page</b> <b>Particulars of a mortgage or charge</b>	
<b>4</b>	<b>Amount secured</b>	
	Please give us details of the amount secured by the mortgage or charge	
Amount secured	<p>All present and future liabilities and obligations of any Chargor to the Lender (whether actual or contingent and whether owed jointly or severally or in any other capacity whatsoever and whether or not the Lender was the original creditor in respect thereof) including without limitation interest, commission, costs, charges and expenses charged by the Lender (each a "<b>Secured Liability</b>" and together the "<b>Secured Liabilities</b>")</p>	

In accordance with Section 860 of the Companies Act 2006	<b>MG01 – continuation page</b>  <b>Particulars of a mortgage or charge</b>	
<b>6</b>	<b>Short particulars of all the property mortgaged or charged</b>	
	Please give us the short particulars of the property mortgaged or charged	
Short particulars <i>6/1/09</i>	<p>All defined terms have the meaning given to them under the heading <i>Definitions</i> below</p> <p><b>1 CHARGES</b></p> <p><b>1 1 Mortgages and Fixed Charges</b></p> <p>As a continuing security for payment of the Secured Liabilities, the Company with full title guarantee charged to the Lender all its right, title and interest from time to time in each of the following assets -</p> <p><b>1 1 1</b> by way of first fixed charge all other Land now vested in the Company and all Land acquired by the Company after the date of the Debenture,</p> <p><b>1 1 2</b> by way of first fixed charge -</p> <ul style="list-style-type: none"> <li>(a) the Securities,</li> <li>(b) the Intellectual Property,</li> <li>(c) the Monetary Claims,</li> <li>(d) the Fixed Plant and Equipment,</li> <li>(e) the Loose Plant and Equipment,</li> <li>(f) the Accounts,</li> <li>(g) the Insurances,</li> <li>(h) the Related Rights under or in connection with the Securities, the Accounts, the Insurances, the Intellectual Property, the Monetary Claims, the Fixed Plant and Equipment and the Loose Plant and Equipment, and</li> <li>(i) its present and future goodwill and uncalled capital</li> </ul> <p><b>1 2 Floating Charge</b></p> <p>As continuing security for payment of the Secured Liabilities, the Company with full title guarantee charged by way of first floating charge the whole of the Company's undertaking and assets, present and future and wherever situated, which are not for any reason effectively charged (whether in law or equity) by way of fixed security by the Debenture, including, without limitation, any heritable property of the Company situated in Scotland</p> <p><b>1 3 Trust</b></p> <p>If or to the extent that for any reason the assignment or charging of any Charged Property is prohibited, the Company gave an undertaking that it</p>	

In accordance with Section 860 of the Companies Act 2006	<b>MG01 – continuation page</b>  <b>Particulars of a mortgage or charge</b>	
<b>6</b>	<b>Short particulars of all the property mortgaged or charged</b>	
	Please give us the short particulars of the property mortgaged or charged	
Short particulars	<p>shall hold it on trust for the Lender</p> <p><b>1 4      Qualifying floating charge</b></p> <p>Paragraph 14 of Schedule B1 to the Insolvency Act 1986 will apply to any floating charge created by the Debenture</p> <p><b>2      FURTHER ASSURANCE</b></p> <p><b>2 1</b>      Pursuant to the terms of the Debenture, the Company undertook in favour of the Lender that it shall promptly do all such acts or execute all such documents (including assignments, transfers, mortgages, charges, notices and instructions) as the Lender may reasonably specify (and in such form as the Lender may reasonably require in favour of the Lender or its nominee(s)) -</p> <p><b>2 1 1</b>      to perfect the Security created or intended to be created under or evidenced by the Debenture (which may include the execution of a mortgage, charge, assignment or other Security over all or any of the assets which are, or are intended to be, the subject of the Debenture) or for the exercise of any rights, powers and remedies of the Lender provided by or pursuant to the Finance Documents or by law,</p> <p><b>2 1 2</b>      to confer on the Lender Security over any property and assets of the Company located in any jurisdiction equivalent or similar to the Security intended to be conferred by or pursuant to the Debenture and/or any other Transaction Security Document, and/or</p> <p><b>2 1 3</b>      to facilitate the realisation of the assets (such realisation to occur after the Debenture has become enforceable) which are, or are intended to be, the subject of the Security under the Debenture and/or any other Transaction Security Document, and /or</p> <p><b>2 1 4</b>      subject to Clause 3 5 (<i>Exclusions</i>) of the Debenture, to charge by way of first legal mortgage all Land acquired by the Chargor after the date of the Debenture</p> <p><b>3      RESTRICTIONS ON DEALING</b></p> <p><b>3 1      Negative Pledge</b></p> <p>Pursuant to the terms of the Debenture, the Company undertook in favour of the Lender that it shall not, at any time during the subsistence of the Debenture, create or permit to subsist any Security over all or any part of the Charged Property, except as expressly permitted under the terms of the Finance Documents</p> <p><b>4      DEFINITIONS</b></p>	

In accordance with Section 860 of the Companies Act 2006	<b>MG01 – continuation page</b>  Particulars of a mortgage or charge	
<b>6</b>	<b>Short particulars of all the property mortgaged or charged</b>	
	Please give us the short particulars of the property mortgaged or charged	
Short particulars	<p><b>"Accounts"</b> means any account opened or maintained by the Company at any bank or financial institution,</p> <p><b>"Charged Property"</b> means all the assets and undertaking of the Chargor which from time to time are, or are expressed to be, the subject of the security created by or pursuant to the Debenture,</p> <p><b>"Chargor"</b> means the Company and each of the companies listed in Schedule 2 of this form,</p> <p><b>"Finance Documents"</b> shall have the meaning given to that term in the Senior Facilities Agreement,</p> <p><b>"Fixed Plant and Equipment"</b> means all plant, machinery or equipment of the Company of any kind which does not for any reason constitute a Fixture, but is now or at any time directly or indirectly attached by any means and for any purpose to any land or building, whether or not it is removable or intended to form part of the land or building,</p> <p><b>"Fixtures"</b> means all things of any kind now or at any time affixed to land for any purpose, including, without limitation, trade and tenants fixtures (but excluding any fixtures which any tenant shall be entitled to remove at the expiry (or sooner) of any occupational lease),</p> <p><b>"Group"</b> has the meaning given to it in the Debenture,</p> <p><b>"Insurances"</b> means any policy of insurance or assurance in which the Company has an interest and all claims and rebates of premium under any such policy,</p> <p><b>"Intellectual Property"</b> means any of the following in which the Company has an interest -</p> <ul style="list-style-type: none"> <li>(a) any patents, trade marks, (including, without limitation, the trade marks and applications listed in Schedule 1 of this form) service marks, designs, business names, copyrights, database rights, design rights, domain names, moral rights, inventions, confidential information, knowhow and other intellectual property rights and interests (which may now or in the future subsist), whether registered or unregistered, and</li> <li>(b) the benefit of all applications and rights to use such assets of each member of the Group (which may now or in the future subsist),</li> </ul> <p><b>"Land"</b> means any estate, right or interest in or over land, whether legal or equitable, and wherever the land is situated including, without limitation, any buildings and Fixtures on land, and the benefit of any covenants or rights owed to any person or enforceable by him by virtue of the ownership possession or occupation of land but for these purposes "Land" excludes heritable property situated in Scotland,</p> <p><b>"Loose Plant and Equipment"</b> means, in relation to the Company, all plant, machinery, equipment and motor vehicles now or at any time owned by the Company</p>	



In accordance with Section 860 of the Companies Act 2006	<b>MG01 – continuation page</b>  Particulars of a mortgage or charge	
<b>6</b>	<b>Short particulars of all the property mortgaged or charged</b>	
	Please give us the short particulars of the property mortgaged or charged	
Short particulars	<p>as a capital asset which is not Fixed Plant and Equipment,</p> <p><b>"Monetary Claims"</b> means all book and other debts and monetary claims now or in the future owing to the Company (whether alone or jointly with any other person), whenever payable and whether liquidated or unliquidated, certain or contingent including, without limitation, credit balances on any Account, and together with all cheques, bills of exchange, negotiable instruments, credits and securities at any time given in relation to, or to secure payment of, any such debt,</p> <p><b>"Related Rights"</b> means in relation to any Charged Property -</p> <ul style="list-style-type: none"> <li>(a) the proceeds of sale of any part of that Charged Property,</li> <li>(b) all rights under any licence, agreement for sale or agreement for lease in respect of that Charged Property,</li> <li>(c) all rights, benefits, claims, contracts, warranties, remedies, security, indemnities or covenants for title in respect of that Charged Property, and</li> <li>(d) any moneys and proceeds paid or payable in respect of that Charged Property,</li> </ul> <p><b>"Securities"</b> means all the right, title and interest of the Company, now or in the future, in any -</p> <ul style="list-style-type: none"> <li>(a) stocks, shares, bonds, debentures, loan stocks, or other securities issued by any person,</li> <li>(b) warrants, options or other rights to subscribe, purchase or otherwise acquire any stocks, shares, bonds, debentures, loan stocks or other securities or investments issued by any person, and</li> <li>(c) units or other interests in any unit trust or collective investment scheme,</li> </ul> <p><b>"Security"</b> means a mortgage, charge, pledge, lien or any other security interest securing any obligation of any person or any other agreement or arrangement having a similar effect,</p> <p><b>"Senior Facilities Agreement"</b> means the senior facilities agreement dated 1 March 2010 and made between, amongst others, De Facto 1731 Limited, De Facto 1732 Limited and the Lender, and</p> <p><b>"Transaction Security Document"</b> has the meaning given to it under the Senior Facilities Agreement</p> <p>In this form, references to any agreement or instrument shall be construed as a reference to such agreement or instrument as amended, supplemented, extended, restated, novated and/or replaced in any manner from time to time</p>	

In accordance with Section 860 of the Companies Act 2006	<b>MG01 – continuation page</b>  <b>Particulars of a mortgage or charge</b>																													
<b>6</b>	<b>Short particulars of all the property mortgaged or charged</b>																													
	Please give us the short particulars of the property mortgaged or charged																													
Short particulars	<p align="center"><b>SCHEDULE 1 - TRADE MARKS AND APPLICATIONS</b></p> <table border="1"> <thead> <tr> <th>MARK</th> <th>NUMBER</th> <th>DATE OF REGISTRATION</th> <th>CLASSES</th> <th>TERRITORY</th> </tr> </thead> <tbody> <tr> <td>Amtech</td> <td>6914279</td> <td>Application</td> <td>9, 41, 42</td> <td>European Community</td> </tr> <tr> <td>Luckins</td> <td>2237968</td> <td>27 April 2001</td> <td>09, 35</td> <td>UK</td> </tr> <tr> <td>Content Factory</td> <td>2237969</td> <td>16 February 2001</td> <td>35</td> <td>UK</td> </tr> <tr> <td>Traser</td> <td>2237971</td> <td>20 April 2001</td> <td>35</td> <td>UK</td> </tr> </tbody> </table>					MARK	NUMBER	DATE OF REGISTRATION	CLASSES	TERRITORY	Amtech	6914279	Application	9, 41, 42	European Community	Luckins	2237968	27 April 2001	09, 35	UK	Content Factory	2237969	16 February 2001	35	UK	Traser	2237971	20 April 2001	35	UK
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# MG01 – continuation page

## Particulars of a mortgage or charge

6

### Short particulars of all the property mortgaged or charged

Please give us the short particulars of the property mortgaged or charged

Short particulars

#### SCHEDULE 2 - THE CHARGORS

Company name	Registration number (or equivalent, if any) Jurisdiction of Incorporation	Address for service
Amtech Group Limited	05801504	Amtech Group Limited Bank House 171 Midsummer Boulevard Central Milton Keynes MK9 1EB
Amtech Power Software Limited	02672929	Amtech Power Software Limited Bank House 171 Midsummer Boulevard Central Milton Keynes MK9 1EB
Estimation Limited	01445066	Estimation Limited Bank House 171 Midsummer Boulevard Central Milton Keynes Milton Keynes MK9 1EB
TSI Stamford Limited	06703232	TSI Stamford Limited Bank House 171 Midsummer Boulevard Central Milton Keynes MK9 1EB
Trade Service Information Limited	0857447	Trade Service Information Limited Bank House 171 Midsummer Boulevard Central Milton Keynes MK9 1EB
De Facto 1732 Limited	07089679	De Facto 1732 Limited Bank House 171 Midsummer Boulevard Central Milton Keynes MK9 1EB
De Facto 1731 Limited	7089773	De Facto 1731 Limited Bank House 171 Midsummer Boulevard Central Milton Keynes MK9 1EB



## **CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE**

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

**COMPANY NO. 1445066  
CHARGE NO. 5**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES  
HEREBY CERTIFIES THAT A DEBENTURE DATED 1 MARCH  
2010 AND CREATED BY ESTIMATION LIMITED FOR SECURING  
ALL MONIES DUE OR TO BECOME DUE FROM ANY CHARGOR  
TO LLOYDS TSB BANK PLC ON ANY ACCOUNT WHATSOEVER  
WAS REGISTERED PURSUANT TO CHAPTER 1 PART 25 OF THE  
COMPANIES ACT 2006 ON THE 5 MARCH 2010

GIVEN AT COMPANIES HOUSE, CARDIFF THE 8 MARCH 2010

*Disob.*



*Companies House*  
— for the record —



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES