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COMPANIES FORM No. 155(6)a

Declaration in relation to
assistance for the acquisition
of shares

155(6)a

CHFP025

Please do not
write in this
margin

Pursuant to section 155(6) of the Companies Act 1985

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

To the Registrar of Companies
(Address overleaf - Note 5)

For official use

Company number

[] [] [] [] [] []

02110600

Note
Please read the notes
on page 3 before
completing this form.

Name of company

* ASTRAC Limited

* insert full name
of company

☒ We ☐ We ☐ We Patrick Joseph Manning of 9 Clearview Drive, Milford, MA 01757, USA;
and
Johan Harald Gedda of Toldbodvej 28, 7000 Fredericia, Denmark

or insert name(s) and
address(es) of all
the directors

† delete as
appropriate

~~the sole director~~ [all the directors]† of the above company do solemnly and sincerely declare that:

The business of the company is:

§ delete whichever
is inappropriate

~~(a) that it is a recognised bank (licensed institution) within the meaning of the Banking Act 1979~~
~~(b) that it is a person authorised under section 2 of the Insurance Companies Act 1982 to carry~~
~~its ordinary business in the United Kingdom~~

(c) something other than the above§

The company is proposing to give financial assistance in connection with the acquisition of shares in the

~~company~~ [company's holding company] ASTRAC Holdings

Limited†

The assistance is for the purpose of [that acquisition] and [reducing or discharging a liability incurred for the
purpose of that acquisition].†

The number and class of the shares acquired or to be acquired is: 1,283,307 Ordinary Shares
of £0.05, 450,000 deferred shares of £0.25 and 86,300 A Ordinary Shares
each in the capital of ASTRAC Holdings Limited

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

Denton Wilde Sapte
1 Fleet Place
London
EC4M 7WS
SAZB/ASC/49541.00004
DX:242 LONDON

For official Use
General Section

Post room



A16
COMPANIES HOUSE

ALF295TJ

0628

03/06/05

The assistance is to be given to: (note 2) Rocket Software UK Limited a company
registered in England and Wales with company number 04247316

Please do not
write in this
margin

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

The assistance will take the form of:

See Section 1 of the attached schedule

The person who ~~has acquired~~ will acquire[†] the shares is:

[†] delete as
appropriate

Rocket Software UK Limited a company registered in England and Wales with
company number 04247316

The principal terms on which the assistance will be given are:

See Section 2 of the attached Schedule

The amount of cash to be transferred to the person assisted is £ Nil

The value of any asset to be transferred to the person assisted is £ Nil

The date on which the assistance is to be given is within 8 weeks of the date hereof

~~We~~ We have formed the opinion, as regards the company's initial situation immediately following the date on which the assistance is proposed to be given, that there will be no ground on which it could then be found to be unable to pay its debts. (note 3)

(a) ~~We~~ We have formed the opinion that the company will be able to pay its debts as they fall due during the year immediately following that date]* (note 3)

(b) ~~It is intended to commence the winding up of the company within 12 months of that date, and we have formed the opinion that the company will be able to pay its debts in full within 12 months of the commencement of the winding up.]~~ (note 3)

And ~~We~~ we make this solemn declaration conscientiously believing the same to be true and by virtue of the provisions of the Statutory Declarations Act 1835.

Declared at

Declarants to sign below

on

Day	Month	Year
24	05	2005

before me

A Commissioner for Oaths or Notary Public or Justice of the Peace or a Solicitor having the powers conferred on a Commissioner for Oaths.

[Signature]

18 LACE MAVER
HOUSE
LONDON WALL
LONDON EC2M 5QN

NOTES

- 1 For the meaning of "a person incurring a liability" and "reducing or discharging a liability" see section 152(3) of the Companies Act 1985.
- 2 Insert full name(s) and address(es) of the person(s) to whom assistance is to be given; if a recipient is a company the registered office address should be shown.
- 3 Contingent and prospective liabilities of the company are to be taken into account - see section 156(3) of the Companies Act 1985.
- 4 The auditors report required by section 156(4) of the Companies Act 1985 must be annexed to this form.
- 5 The address for companies registered in England and Wales or Wales is:-

The Registrar of Companies
Companies House
Crown Way
Cardiff
CF14 3UZ

or, for companies registered in Scotland:-

The Registrar of Companies
37 Castle Terrace
Edinburgh
EH1 2EB

**Schedule for Form 155(6)a
in relation to
ASTRAC Limited (the Company)**

Section 1 – Form of the assistance

The assistance will take the form of:

- (a) the execution, delivery and performance by the Company of its obligations under a guarantee and debenture to be entered into between the Company, ASTRAC Holdings Limited (**Holdings**), Rocket Software UK Limited (**Rocket**) and Wells Fargo Foothill, Inc. (the **Lender**), as the same may be amended, varied, supplemented or substituted from time to time (the **Security Document**); and
- (b) the execution, delivery and performance by the Company of an intercompany loan agreement between the Company as lender and Rocket as borrower (the **Intercompany Loan Agreement**).

Section 2 – Principal terms of the assistance

The principal terms on which the assistance will be given by the Company are:

1.1 Under the terms of the Security Document

1.1.1 Guarantee

The Company will irrevocably and unconditionally jointly and severally:

- (a) guarantee to the Lender punctual performance and payment by each other Chargor of all the Secured Liabilities;
- (b) undertake with the Lender that, whenever such other Chargor does not pay any amount in respect of the Secured Liabilities when due, the Company shall immediately on demand pay that amount as if it were the principal obligor; and
- (c) indemnify the Lender immediately on demand against any loss or liability suffered by the Lender if any obligation guaranteed by it is or becomes unenforceable, invalid or illegal; the amount of the loss or liability under this indemnity will be equal to the amount which the Lender would otherwise have been entitled to recover.

1.1.2 Continuing guarantee

The guarantee to be granted by the Company as described above will be a continuing guarantee and will extend to the ultimate balance of all the Secured Liabilities, regardless of any intermediate payment or discharge in whole or in part.

1.1.3 Fixed Charge

The Company will also, as security for the payment and performance of the Secured Liabilities and with full title guarantee:

- (a) charge in favour of the Lender by way of a first legal mortgage all the property (if any) belonging to it at the date of the Security Document and specified in Schedule 2 of the Security Document and all other interests in any freehold or leasehold property at the date of the Security Document or in the future belonging to it;
- (b) charge in favour of the Lender by way of a first fixed charge:

- (i) (to the extent that they are not described within paragraph 1.1.3(a) above) all interests in any freehold or leasehold property at the date of the Security Document or in the future belonging to it;
 - (ii) all Equipment at the date of the Security Document or in the future belonging to it and its interest in any such Equipment in its possession at the date of the Security Document or in the future;
 - (iii) all of its benefits, claims and returns of premiums in respect of the Insurances;
 - (iv) its goodwill and its uncalled capital both present and future;
 - (v) its Book Debts, both uncollected and collected, the proceeds of the same and all monies otherwise due and owing to the Company but excluding the Charged Accounts and any amounts standing to the credit of any Charged Account;
 - (vi) the benefit of all rights, securities and guarantees of whatsoever nature enjoyed or held by it in relation to anything in sub-paragraph 1.1.3(b)(v);
 - (vii) its rights under any hedging arrangements;
 - (viii) any of its beneficial interest, claim or entitlement in any pension fund;
 - (ix) the benefit of all permissions of whatsoever nature and whether statutory or otherwise, held in connection with its business or the use of any Security Asset and the right to recover and receive all compensation which may be payable to it;
 - (x) its Intellectual Property including any revenues or other income arising thereunder and any claims for damages arising with respect thereto (whether by reason of infringement or otherwise howsoever);
- (c) mortgage and charge and agree to mortgage and charge to the Lender all Group Shares held at the date of the Security Document or in the future by it and/or any nominee on its behalf, the same to be a security by way of a first mortgage; and
 - (d) mortgage and charge and agree to mortgage and charge to the Lender all the Related Rights accruing to all or any of the Group Shares held at the date of the Security Document or in the future by it and/or any nominee on its behalf, the same to be a security by way of a first mortgage or charge; and
 - (e) charge by way of assignment by way of security all of its rights, title and interest at the date of the Security Document or in the future in the Acquisition Agreement.

1.1.4 Leases restricting charging

There shall be excluded from the charge to be created by way of legal mortgage as described in paragraph 1.1.3(a) and by the charge to be created by way of fixed charge as described in paragraph 1.1.3(b)(i) above any leasehold property held by the Company under a lease which either precludes absolutely or conditionally (including the requiring of consent of any third party) the Company from creating any charge over its leasehold interest in that property until the relevant condition or waiver has been satisfied or obtained.

1.1.5 Floating Charge

The Company as security for the payment and performance of the Secured Liabilities and with full title guarantee will grant in favour of the Lender by way of a floating charge all its assets not otherwise effectively mortgaged or charged by way of fixed mortgage or charge as described in paragraph 1.1.3 above.

1.1.6 Further assurance

The Company shall also undertake to, at its own expense, execute and do all such acts, deeds and things (including, without limitation, payment of all stamp duties and registration fees) the Lender or a Receiver may reasonably require for:

- (e) perfecting or better perfecting or protecting or better protecting the security intended to be created by the Security Document over any Security Asset; and
- (f) after the security constituted by the Security Document has become enforceable, facilitating the realisation of any Security Asset or the exercise of any right, power or discretion exercisable, by the Lender or any Receiver in respect of any Security Asset, including, without limitation, the execution of any transfer, conveyance, assignment or assurance of any property whether to the Lender or to its nominees, and the giving of any notice, order or direction and the making of any registration, which in any such case, the Lender may think necessary or desirable.

1.2 Under the terms of the Intercompany Loan Agreement

The Company will make available to Rocket a revolving cash advance facility, the maximum amount outstanding at any time under which is not to exceed £1,000,000.

1.3 Assistance

- 1.3.1 Rocket is to borrow up to US\$10,000,000 from the Lender under the Loan Agreement which Rocket will apply towards the acquisition of shares in the Company's holding company, Holdings (the **Acquisition**).
- 1.3.2 Each security interest and guarantee which is to be granted by the Company pursuant to the Security Document will be held by the Lender on behalf of itself and each of the Bank Product Providers (as defined in the Loan Agreement) and shall secure, support or guarantee (as applicable) obligations which are to be incurred by Rocket in connection with the funding of the Acquisition.
- 1.3.3 Proceeds of advances under the facility to be provided by the Company under the Intercompany Loan Agreement will be used by Rocket from time to time to, among other things, satisfy its payment obligations under the Loan Agreement.

Definitions

In this Schedule the following terms shall have the following meanings:

Acquisition Agreement is defined in the Loan Agreement.

Book Debts means:

- (a) all book and other debts in existence from time to time (including, without limitation, any sums whatsoever owed by banks or similar institutions) both present and future, actual or contingent, due, owing to or which may become due, owing to or purchased or otherwise acquired by the Company; and
- (b) the benefit of all rights whatsoever relating to the debts referred to in (a) above including, without limitation, any related agreements, documents, rights and remedies (including, without limitation, negotiable or non-negotiable instruments, guarantees, indemnities, legal and equitable charges, reservation of proprietary rights, rights of tracing, unpaid vendor's liens and all similar connected or related rights and assets).

Charged Accounts means the bank accounts of the Company specified in Schedule 4 of the Security Document and/or such other bank accounts of the Company as the Lender may designate or approve.

Chargors means Rocket, the Company and Holdings.

Equipment means (save to the extent that any such items form part of the Company's stock in trade) all present and future plant, equipment, machinery, computers and computer hardware and software (whether owned or licensed), vehicles, tools, furniture and fixtures and all attachments, accessories owned by the Company and property (other than Fixtures) at the date of the Security Document or in future relating to it or used in connection with it and replacements and substitutions for it wherever located.

Event of Default is defined in the Loan Agreement.

Fixtures means all fixtures and fittings (including, without limitation, those of trade) and fixed plant and machinery on the Mortgaged Property.

Group Shares means those shares as are specified against the Company's name in Schedule 3 to the Security Document, together with all other stocks, shares, debentures, bonds, warrants, coupons or other securities and investments at the date of the Security Document or in the future owned by the Company from time to time.

Insurances means all contracts and policies of insurance taken out by or for the Company or in which the Company has an interest (to the extent of that interest).

Intellectual Property means all subsisting patents and subsisting rights of a similar nature held in any part of the world, applications for patents and such rights, divisions and continuations of such applications for patents, registered and unregistered trade marks, registered designs, utility models (in each case for their full period and all extensions and renewals of them), applications for any of them and the right to apply for any of them in any part of the world, inventions, confidential information, Know-how, business names, trade names, brand names, copyright and rights in the nature of copyright, design rights and get-up and any similar rights existing in any country; and the benefit (subject to the burden) of any and all agreements, arrangements and licences in connection with any of the foregoing including but not limited to the Specified Intellectual Property.

Loan Agreement means the amended and restated loan and security agreement dated on or about the date of this Form 155(6)(a) between Rocket Software, Inc. and Rocket (as borrowers) and the Lender (as amended and supplemented from time to time).

Loan Documents is defined in the Loan Agreement.

Mortgaged Property means any freehold or leasehold property (including the Premises) the subject of the security created by the Security Document.

Obligations is defined in the Loan Agreement.

Premises means any building or other edifice on the Mortgaged Property or other Security Asset.

Receiver means any individual or individuals (who may be an employee or employees of the Lender) for the time being and from time to time appointed by the Lender to be a receiver or receivers (and, where more than one individual is appointed jointly, they shall have the power to act severally, unless the Lender shall specify to the contrary in their appointment) under the Security Document and, where the context shall admit, any individual or individuals for the time being and from time to time so appointed in substitution, provided always that all such individuals shall be qualified under the Insolvency Act 1986 to act as a receiver of the property of any company with respect to which he is appointed or as an administrative receiver of any such company.

Related Rights means, in relation to the Group Shares, all dividends and other distributions paid or payable after the date of the Security Document on all or any of the Group Shares and all stocks, shares, securities (and the dividends or interest on them), rights, money or property accruing or offered at any time by way of redemption, bonus, preference, option rights or otherwise to or in respect of any of the Group Shares or in substitution or exchange for any of the Group Shares.

Secured Liabilities means such of the Obligations as are owed jointly or severally or in any other capacity whatsoever by Rocket and the liabilities of each other Chargor under any Loan Document to the Lender except for any obligation which, if it were so included, would result in a contravention of section 151 of the Companies Act 1985 (or its equivalent in any other jurisdiction).

Security Assets means all assets of the Company the subject of any security to be created by the Security Document (and includes the Mortgaged Property).

Specified Intellectual Property means the registered Intellectual Property (if any) specified in Schedule 5 of the Security Document.

INDEPENDENT AUDITORS' REPORT TO THE DIRECTORS OF ASTRAC LIMITED ("THE COMPANY") PURSUANT TO SECTION 156(4) OF THE COMPANIES ACT 1985

We have examined the attached statutory declaration of the directors of the Company dated 24 May 2005 in connection with the proposal that the Company should give financial assistance for the purchase of all of Astrac Holdings Limited's ordinary shares.

This report is made solely to the directors of the Company for the purpose of section 156(4) of the Companies Act 1985. Our work has been undertaken so that we might state to the directors of the Company those matters that we are required to state to them in an auditors' report under that section and for no other purpose. To the fullest extent permitted by law, we do not accept or assume responsibility to anyone other than the Company, for our work, for this report, or for the opinions that we have formed.

Basis of opinion

We have enquired into the state of the Company's affairs in order to review the bases for the statutory declaration.

Opinion

We are not aware of anything to indicate that the opinion expressed by the directors in their declaration as to any of the matters mentioned in section 156(2) of the Companies Act is unreasonable in all the circumstances.



Deloitte & Touche LLP
Chartered Accountants and Registered Auditors
Date

Birmingham

24 May 2005