

# G

CHFP025

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## COMPANIES FORM No. 155(6)a

### Declaration in relation to assistance for the acquisition of shares

# 155(6)a

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

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

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

\* insert full name  
of company

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

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

For official use

Company number

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

3698167

Name of company

\* Intuita Limited (the "Company")

I/We ~~XXX~~ See Appendix 1  
*fs.*

† delete as  
appropriate

§ delete whichever  
is inappropriate

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

The business of the company is:

~~(a) that of a recognised bank, licensed institution, or in the meaning of the Banking Act 1978~~

~~(b) that of a person authorised under section 22 of the Financial Services and Markets Act 2000 to carry on~~

~~regulated business in the United Kingdom~~

(c) something other than the above§ *fs.*

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

~~XXXXXXXXXX~~ [company's holding company] Intuita Software Limited (company no. 5417221)

(the "Parent")

The assistance is for the purpose of [that acquisition] ~~XX~~ *fs.*

The number and class of the shares acquired or to be acquired is: See Appendix 2

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

Halliwells LLP  
St James's Court  
Brown Street  
Manchester  
M2 2JF

For official Use  
General Section

Post room



A03  
COMPANIES HOUSE

\*AE882B2B\*

479  
09/12/2005

The assistance is to be given to: (note 2) Hallco 1232 Limited (Company registration  
number: 05585481) whose registered office is at St James's Court, Brown Street,  
Manchester M2 2JF (the "Purchaser")

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legibly, preferably  
in black type, or  
bold block  
lettering

The assistance will take the form of:

See Appendix 3

The person who ~~has acquired~~ <sup>Lo</sup> will acquire† the shares is:

† delete as  
appropriate

the Purchaser

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

See Appendix 4

The amount of cash to be transferred to the person assisted is £ See Appendix 5

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

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

\* delete either (a) or  
(b) as appropriate

~~X~~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) ~~X~~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)

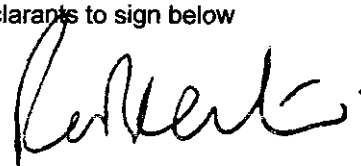
(b) ~~X~~It is intended to commence the winding up of the company within 12 months of that date, and ~~X~~we have formed the opinion that the company will be able to pay its debts in full within 12 months of the commencement of the winding up.\* (note 3)

And ~~X~~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

ST. JAMES'S COURT, BROWN STREET,  
MANCHESTER



Day Month Year  
on 

0	7	1	1	2	2	0	0	1	5
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before me NICHOLAS FOLKES

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

## 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

**INTUITA LIMITED**

**APPENDICES TO FORM 155(6)a**

**APPENDIX 1**

Name: **Richard L'Estrange Beaton**  
Address: **Prestbury Hall, The Village, Prestbury, Cheshire SK10 4BN**

**INTUITA LIMITED**

**APPENDICES TO FORM 155(6)a**

**APPENDIX 2**

The number and class of the shares being acquired is 200 shares of £1 each in the capital of the Parent.

**INTUITA LIMITED**

**APPENDICES TO FORM 155(6)a**

**APPENDIX 3**

All capitalised terms in this appendix 3 shall have the meanings given to them in appendix 6.

**Form of assistance**

The assistance will take the form of the execution by the Company of the following documents (as the same may be amended, varied, supplemented or substituted from time to time), the making of the following payments and the Company complying with and fulfilling its obligations thereunder:

- 1 the WCF Letter;
- 2 the Debenture;
- 3 the Composite Guarantee;
- 4 the Intra Group Funding Agreement; and
- 5 the Intercreditor Deed.

**INTUITA LIMITED**

**APPENDICES TO FORM 155(6)a**

**APPENDIX 4**

All capitalised terms in this appendix 4 shall have the meanings given to them in appendix 6.

**Terms on which assistance given**

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

- 1     pursuant to the terms of the WCF Letter, the Lender will make the Working Capital Facility available to the Purchaser, the Parent and the Company, it being noted that the Working Capital Facility is to be utilised in connection with the Acquisition;
- 2     pursuant to the terms of the Debenture, the Company grants to the Lender fixed and floating charges over all the property, assets and undertaking of the Company as security for all the liabilities and obligations of the Company to the Lender (including, without limitation, the Guarantee Liabilities);
- 2     pursuant to the terms of the Composite Guarantee, the Company guarantees the liabilities and obligations from time to time of the Purchaser and the Parent to the Lender under, or as contemplated by, inter alia, the Facility Agreement and/or the WCF Letter, it being noted that the Facilities are to be utilised by the Purchaser in connection with the Acquisition;
- 3     pursuant to the terms of the Intra Group Funding Agreement, the Parent and the Company agree, inter alia, to provide funds to the Purchaser to enable it to fund the Acquisition, to meet its obligations to Lender under, or as contemplated by, the Facility Agreement and/or the WCF Letter and also for any purpose in connection with the Acquisition; and
- 4     the Intercreditor Deed contains terms pursuant to which the subordination of the Loan Notes, and the preference shares held by the Individual Investor, is regulated.

In entering into the various documents and undertaking the payments referred to above, the Company is entering into obligations and assuming liabilities and giving security in connection with the Acquisition and may in the future be called upon pursuant to any of the documents referred to in this statutory declaration to discharge obligations and/or liabilities arising in connection with the Acquisition.

**INTUITA LIMITED**

**APPENDICES TO FORM 155(6)a**

**APPENDIX 5**

All capitalised terms in this appendix 5 shall have the meanings given to them in appendix 6

**The amount of cash to be transferred to the person assisted**

Up to £900,000, being the maximum amount available under the Intra Group Funding Agreement.



**INTUITA LIMITED**

**APPENDICES TO FORM 155(6)a**

**APPENDIX 6**

In this Form 155(6)a, and all its appendices, the following terms shall have the following meanings:

**"Acquisition"** means the acquisition of the entire issued share capital of the Parent by the Purchaser pursuant to the terms of the Share Purchase Agreement;

**"Bank Guaranteed Loan Notes"** means the £405,651 guaranteed fixed rate loan notes to be constituted by the Purchaser pursuant to the Bank Guaranteed Loan Note Instrument;

**"Bank Guaranteed Loan Note Instrument"** means the loan note instrument to be executed by the Purchaser and the Lender, pursuant to which the Purchaser will constitute the Bank Guaranteed Loan Notes;

**"Company"** has the meaning given to it on page 1 of this Form 155(6)a;

**"Composite Guarantee"** means the composite guarantee to be executed by the Purchaser, the Parent and the Company in favour of the Lender;

**"Debenture"** means the debenture to be executed by the Company in favour of the Lender;

**"Deferred Loan Notes"** means the £208,333 deferred 8% unsecured loan notes to be constituted by the Purchaser pursuant to the Deferred Loan Note Instrument;

**"Deferred Loan Note Instrument"** means the loan note instrument to be executed by the Purchaser, pursuant to which the Purchaser will constitute the Deferred Loan Notes;

**"Facilities"** means:

- (a) the term loan facility in the maximum aggregate principal amount of £500,000 granted to the Purchaser by the Lender pursuant to the Facility Agreement; and
- (b) the guarantee facility in the maximum amount of £405,651 granted to the Purchaser by the Lender pursuant to the Facility Agreement;

**"Facility Agreement"** means the facility agreement to be made between the Purchaser and the Lender on or about the date hereof;

**"Guarantee Liabilities"** means the liabilities and obligations of the Company under, or pursuant to, the Composite Guarantee;

**"Individual Investor"** means Richard L'Estrange Beaton of Prestbury Hall, The Village, Prestbury, Cheshire SK10 4BN;

**"Intercreditor Deed"** means the intercreditor deed to be made between the Lender, the Purchaser, the Parent, the Company, the Vendors and the Individual Investor;

**"Intra Group Funding Agreement"** means the intra group funding agreement to be entered into between the Purchaser, the Parent and the Company;

**"Lender"** means The Governor and Company of the Bank of Scotland acting through its office at Manchester Corporate Centre, 19 – 21 Spring Gardens, Manchester M2 1FB;

**"Loan Notes"** means, together, the Bank Guaranteed Loan Notes and the Deferred Loan Notes;

**"Parent"** has the meaning given to it on page 1 of this Form 155(6)a;

**"Purchaser"** has the meaning given to it on page 2 of this Form 155(6)a;

**"Share Purchase Agreement"** means the share purchase agreement to be made between the Vendors and the Purchaser;

**"Vendors"** means Kevin Barry Byrne of 23 Corkland Road, Manchester, M21 8UP and Nicholas Edward Wenman of Weston Lodge, The Street, Albury, Surrey, GU5 9AE and the Individual Investor;

**"WCF Letter"** means the working capital facility letter to be made between the Purchaser, the Parent and the Company and the Lender; and

**"Working Capital Facility"** means the working capital facility in the maximum aggregate principal amount of £200,000 granted to the Purchaser, the Parent and the Company by the Lender pursuant to the WCF Letter.

December 2005

Our Ref: RIT



chartered accountants

The Directors  
Intuita Limited  
Churchgate House  
56 Oxford Street  
Manchester  
M1 6EU

DTE House  
Hollins Mount  
Bury  
BL9 8AT

Tel: 0161 767 1200  
Fax: 0161 767 1201

DX 711400 Bury 6

E-mail: [audit@dtigroup.com](mailto:audit@dtigroup.com)  
Web: [www.dtigroup.com](http://www.dtigroup.com)

7/12/05

Dear Sirs

**AUDITORS' REPORT TO THE DIRECTORS OF INTUITA LIMITED (COMPANY NUMBER 3698167)**  
**(THE "COMPANY") PURSUANT TO SECTION 156(4) OF THE COMPANIES ACT 1985 (THE "ACT")**

We have examined the attached statutory declaration of the directors of the Company dated today in connection with the proposal that the Company should give financial assistance in connection with the purchase of shares in the holding company of the Company, Intuita Software Limited.

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

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

Yours faithfully

*DTE Business Advisory Services Limited*

DTE BUSINESS ADVISORY SERVICES LIMITED

jcletters/richard/1001



BIRMINGHAM ■ BLACKBURN ■ BURY ■ LONDON ■ MANCHESTER

