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COMPANIES FORM NO. 395

Particulars of a mortgage or charge**395**

CHFP025

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

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

12

Company number

3698167

Name of company

Intuita Limited (**Company**)

Date of creation of the charge

22 December 2006

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

Composite Guarantee and Debenture (**Guarantee and Debenture**) given by (amongst others) the Company in favour of Inflexion Private Equity Partners LLP (**Security Trustee**). *

Amount secured by the mortgage or charge

1 Covenant to pay and guarantee

- (a) The Company covenants that it will on demand pay to the Security Trustee for the account of the Secured Parties all moneys...

(cont...)

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

Inflexion Private Equity Partners LLP, 82 King Street, Manchester. * (**SECURITY TRUSTEE**)

Postcode

M2 4WQ

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

Our Ref: ATHER/325386
Addleshaw Goddard LLP
100 Barbirolli Square
Manchester M2 3AB

Time critical reference

For official Use
Mortgage Section

Post room

WEDNESDAY



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ADA0VM35

10/01/2007

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COMPANIES HOUSE

1 Fixed Charge

The Company charges to the Security Trustee (as agent and trustee for the Secured Parties) with full title guarantee and by way of fixed charge (and as regards the property described in schedule 3 of the Guarantee and Debenture (Properties) vested in the Company, by way of legal mortgage) as a continuing security for the payment and discharge of the Secured Obligations the following assets, both present and future, from time to time owned by the Company or in which the Company may from time to time have an interest:

- (a) all freehold and (subject to clause 3.7 of the Debenture and Guarantee) leasehold property of the Company situate in England and Wales (including without limitation the property specified in schedule 3 of the Guarantee and Debenture (Properties)) and all liens, charges, options, agreements, rights and interests in or over land or the proceeds of sale of land situate in England and Wales and all buildings, fixtures (including trade fixtures) and fixed plant and machinery from time to time on such property or land together with all rights, easements and privileges appurtenant to, or benefiting, the same;

(cont...)

Particulars as to commission, allowance or discount (note 3).

Nil

Signed *Adelleham Goddard*

Date *9/1/07*

On behalf of [mortgagee/chargee]

Please do not write in this margin

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

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

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.
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;
- 3 (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 Cheques and postal orders are to be made payable to **Companies House**
- 6 The address of the Registrar of Companies is:-
Companies House, Crown Way, Cardiff CF4 3UZ, DX: 33050 Cardiff

†delete as appropriate

Amount secured by the mortgage or charge (continued)

Company Name: Intuita Limited

Company No: 3698167

...and discharge all obligations and liabilities at the date of the Guarantee and Debenture or thereafter due, owing or incurred by it to the Secured Parties or any of them arising out of, or in connection with the Loan Note Instrument, the Loan Notes or the Guarantee and Debenture;

- (b) The Company guarantees that it will on demand pay to the Security Trustee for the account of the Secured Parties all moneys and discharge all liabilities at the date of the Guarantee and Debenture or thereafter due, owing or incurred to the Secured Parties or any of them under or in connection with the Loan Note Instrument, the Loan Notes or the Guarantee and Debenture by (i) each other Charging Company and (ii) any other present or future Subsidiary of the Parent or of any Charging Company (except any obligations or liabilities of such other Charging Company as guarantor for the Company),

in each case when the same become due for payment or discharge whether by acceleration or otherwise, and whether such moneys, obligations or liabilities are express or implied, present, future or contingent, joint or several, incurred as principal or surety, originally owing to the Secured Parties or any of them or purchased or otherwise acquired by them or it, denominated in sterling or in any other currency, or incurred on any banking account or in any other manner whatsoever.

2 Certain liabilities

The liabilities referred to in clause 2.1 of the Guarantee and Debenture (Covenant to pay and guarantee) shall, without limitation, include interest (both before and after judgment) to date of payment at such rates and upon such terms as may from time to time be agreed, fees and other charges and all reasonable legal and other costs, charges and expenses on a full and unqualified indemnity basis which may be incurred by the Secured Parties or any of them in relation to any such moneys, obligations or liabilities or generally in respect of each such Charging Company and/or Guarantor.

(Secured Obligations)

Short particulars of all the property mortgaged or charged (continued)

Company Name: Intuita Limited

Company No: 3698167

- (b) all plant, machinery, vehicles, computers and office and other equipment and the benefit of all contracts and warranties relating to the same;
- (c) all stocks, shares, bonds and securities of any kind whatsoever whether marketable or otherwise and all other interests (including but not limited to loan capital) in any person, including all allotments, rights, benefits and advantages whatsoever at any time accruing, offered or arising in respect of or incidental to the same and all money or property accruing or offered at any time by way of conversion, redemption, bonus, preference, option, dividend, distribution, interest or otherwise in respect thereof;
- (d) all book and other debts, revenues and claims, whether actual or contingent, whether arising under contracts or in any other manner whatsoever and whether originally owing to the Company or purchased or otherwise acquired by it including, without limitation, any amount from time to time standing to the credit of any bank or other account with the Secured Parties or any of them or with any other person and all things in action which may give rise to any debt, revenue or claim, together with the full benefit of any Security Interest, Collateral Instrument and any other rights relating thereto including, without limitation, reservations of proprietary rights, rights of tracing and unpaid vendor's liens and associated rights;
- (e) all moneys from time to time payable to the Company under or pursuant to the Insurances including without limitation the refund of any premiums;
- (f) all goodwill and uncalled capital; and
- (g) all patents, patent applications, trade and service marks and trade and/or service mark applications (and all goodwill associated with any such applications), all brand and trade names, all copyrights and rights in the nature of copyright, all design rights, all registered designs and applications for registered designs, all trade secrets, know-how and all other Intellectual Property of the Company.

2 Floating Charge

The Company charges to the Security Trustee (as agent and trustee for the Secured Parties) with full title guarantee by way of floating charge as a continuing security for the payment and discharge of the Secured Obligations its undertaking and all its property, assets and rights whatsoever and wheresoever both present and future, other than any property or assets from time to time effectively charged by way of legal mortgage or fixed charge pursuant to clause 3.1 of the Guarantee and Debenture (Fixed Charge) or otherwise pursuant to the Guarantee and Debenture but including (without limitation and whether or not so effectively charged) any of its property and assets situated in Scotland.

3 Qualifying Floating Charge

The Guarantee and Debenture contains a qualifying floating charge and paragraph 14 of Schedule B1 of the Insolvency Act 1986 applies to the floating charge created by or under the Guarantee and Debenture.

Notes:

1 Further Assurance

The Company shall if and when at any time required by the Security Trustee execute such further Security Interests and assurances in favour of the Secured Parties and do all such acts and things as the Security Trustee shall from time to time require over or in relation to all or any of the Charged Assets to secure the Secured Obligations of the Company or to perfect or protect the security intended to be created by the Guarantee and Debenture over the Charged Assets or any part thereof or to facilitate the realisation of the same.

2 Restrictions on dealing with Charged Assets

The Company covenants that it will not without the prior consent in writing of the Security Trustee:

- (a) create or attempt to create or permit to subsist or arise any Security Interest on or over, the Debts or any part thereof or release, set off or compound or deal with the same otherwise than in accordance with clause 5.1 of the Guarantee and Debenture (Debts);
- (b) create or attempt to create or permit to subsist in favour of any person other than the Security Trustee any Security Interest on or affecting the Charged Assets or any part thereof save for any Permitted Encumbrance; or
- (c) save for Permitted Disposals dispose of the Charged Assets or any part thereof or attempt or agree to do so.

In this Form 395 the following terms have the following meanings:

Charged Assets means, in relation to the Company, all the undertaking, goodwill, property, assets and rights of the Company described in clauses 3.1 (Fixed Charge) and 3.2 (Floating Charge) of the Guarantee and Debenture

Charging Company means the Parent, Halco, Construction Information Technologies Limited, Intuita Limited, Sitestream Software Limited and Tekton Group Limited and each other Subsidiary (if any) of the Parent which becomes a party to the Guarantee and Debenture pursuant to a Supplemental Deed

Collateral Instruments means negotiable and non-negotiable instruments, guarantees, indemnities and other assurances against financial loss and any other documents or instruments which contain or evidence an obligation (with or without security) to pay, discharge or be responsible directly or indirectly for, any liabilities of any person and includes any document or instrument creating or evidencing as Security Interest

Debts means, in relation to the Company, the assets of the Company described in clause 3.1(d) (Fixed Charge) of the Guarantee and Debenture

Facility Agreement means the facility agreement dated the 22 December 2006 made between the Parent, Halco, the Subsidiaries listed in part 1 of schedule 1 thereto and HSBC Bank plc

Guarantor means the Parent, Halco, Construction Information Technologies Limited, Evision Limited, Intuita, Sitestream Software Limited and Tekton Group Limited and each other Subsidiary (if any) of

the Parent which becomes a party to the Guarantee and Debenture as a Guarantor pursuant to a Supplemental Deed

Hallco means Hallco 1389 Limited (company number 5977421)

Insurances means, in relation to the Company, all present and future contracts or policies of insurance (including life policies) in which the Company from time to time has an interest

Intellectual Property means know how, patents, trade marks, service marks, designs, business names, copyrights, confidential information, computer software and all other intellectual property rights and any interest (including by way of licence) in any of the foregoing (in each case whether registered or not and including all applications for the same)

Loan Note Instrument means the instrument dated 22 December 2006 pursuant to which Hallco may issue fixed rate secured series A Loan Notes 2013

Loan Notes means the secured series A Loan Notes 2013 constituted by Hallco pursuant to the Loan Note Instrument

Parent means Hallco 1390 Limited (company number 5977380)

Permitted Disposal has the meaning given to it in the Facility Agreement

Permitted Encumbrance means:

any security in favour of HSBC Bank plc;

- (a) any security created pursuant to the Series B Security Documents;
- (b) any security created pursuant to the Series C Security Documents;
- (c) any security created pursuant to the Series E Security Documents;
- (d) any security created pursuant to the Series F Security Documents;
- (e) the Tekton Charge over Cash Deposit;
- (f) any right of set-off or lien, in each case arising by operation of law; and
- (g) any retention of title to goods supplied to the Company in the ordinary course of its trading activities

Secured Parties has the meaning given to it in the Security Trust Deed

Security Interest 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 Trust Deed means the security trust deed dated 22 December 2006 and made between the parties listed in schedule 1 thereto (as the Original Secured Parties) and the Security Trustee

Series B Security Documents has the meaning given to it in the Facility Agreement

Series C Security Documents has the meaning given to it in the Facility Agreement

Series E Security Documents has the meaning given to it in the Facility Agreement

Series F Security Documents has the meaning given to it in the Facility Agreement

Subsidiary means a subsidiary undertaking within the meaning of section 258 of the Companies Act 1985

Supplemental Deed means a deed supplemental to the Guarantee and Debenture executed by a Subsidiary of the Parent in form and substance satisfactory to the Security Trustee by virtue of which that Subsidiary becomes bound by the Guarantee and Debenture in the capacity of a Guarantor and/or a Charging Company

Tekton Charge over Cash Deposit has the meaning given to it in the Facility Agreement

FILE COPY



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No. 03698167

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT COMPOSITE GUARANTEE AND DEBENTURE DATED THE 22nd DECEMBER 2006 AND CREATED BY INTUITA LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY AND EACH OTHER CHARGING COMPANY AND ANY OTHER PRESENT OR FUTURE SUBSIDIARY OF THE PARENT OR OF ANY CHARGING COMPANY TO THE SECURED 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 10th JANUARY 2007.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 15th JANUARY 2007.

PDW



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES