

# 155(6)a

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

For official use

03698167

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

\* Intuita Limited

\* insert full name  
of company

X/weø See appendix 1

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

† delete as appropriate

~~XXXXXXXXXXXXXX~~ [the sole director] [all the directors]<sup>†</sup> of the above company do solemnly and sincerely declare that:

The business of the company is:

§ delete whichever  
is inappropriate

(s) that of a recognized bank licensed institution within the meaning of the Banko Act, 1979.

to that of a person who used code section 3 or 4 of the Insurance Companies Act 1982 in connection with

~~insurance 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

XXXXXX) [company's holding company] Tekton Group Limited (Company Number  
05585481)

The assistance is for the purpose of [that acquisition] [reducing or discharging a liability incurred for the  
XXXXXX XXXX XXXX XXXX]

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  
14317 Manchester 1

For official Use  
General Section

WEDNESDAY



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03/01/2007

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COMPANIES HOUSE

The assistance is to be given to: (note 2) Hallco 1389 Limited (Company number 5977421)  
(the "Purchaser")

Please do not  
write in this  
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Please complete  
legibly, preferably  
in black type, or  
bold block  
lettering

The assistance will take the form of:

See appendix 3

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

<sup>†</sup> 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 £ See appendix 6

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

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write in this  
margin

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) ~~[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 ~~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

HALLIWELLS LLP, MANCHESTER

Day Month Year  
on 

2	1	1	2	2	0	0	6
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before me ASJA ALEXANDRA JACKSON  
OF HILL DICKINSON LLP

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

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**INTUITA LIMITED**  
**APPENDICES TO FORM 155(6)a**  
**APPENDIX 1**

**Jane Mercer (Director/Company Secretary)**

2 Corner Brook  
Lostock  
Bolton  
Lancashire  
BL6 4GX

**Richard L'Estrange Beaton (Director)**

Prestbury Hall  
The Village  
Prestbury  
Cheshire  
SK10 4BN

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

**APPENDIX 2**

The number and class of the shares being acquired is:

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(a) <sup>136243</sup>  
~~170,000~~ "A" Ordinary shares of 4 pence each;

(b) 102,330 "B" Ordinary shares of 41 pence each;

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(c) 830,000 Ordinary shares of 10 pence each;

(d) <sup>13759</sup> Deferred shares of 10 pence each, in the capital of Tekton.

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**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 Working Capital Facility Letter;
2. the Bank Debenture;
3. the Facility Agreement;
4. Loan Note Security;
5. the Intra Group Funding Agreement; and
6. the Intercreditor Deed.

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**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 Working Capital Facility Letter the Bank will agree to make a £500,000 working capital facility available to the Group;
2. pursuant to the Bank Debenture the Company will grant to the Bank fixed and floating charges over all its undertakings, assets and property (whether present and future) for the repayment on demand of all moneys and liabilities of the Company to the Bank whether present, future, actual or contingent and whether incurred solely or jointly with another person and whether as principal or surety;
3. pursuant to the terms of the Facility Agreement the Company, the Charging Subsidiaries, the Parent, Sitestream, Tekton and the Buyer will guarantee and indemnify the Bank to discharge on demand all moneys and liabilities due owing or incurred by the Company, the Charging Subsidiaries, Sitestream, Tekton, the Parent or the Buyer on the terms and conditions set out therein;
4. pursuant to the terms of the Loan Note Security the Company guarantees to repay all obligations and liabilities of the other members of the Group on the terms and conditions thereof and grants fixed and floating charges over all its undertakings, assets and property (whether present and future) on the terms and conditions thereof;
5. pursuant to the Intra-Group Funding Agreement the Company, the Charging Subsidiaries, Tekton and Sitestream each agree on the terms and conditions thereof to provide funds to each other and ultimately the Buyer to enable it to meet its obligations under, inter alia, the Bank Documents and for any purposes in connection with the Acquisitions (including for the avoidance of doubt sums due in connection with the Loan Notes and the Acquisition Costs); and
6. pursuant to the Intercreditor Deed the parties thereto agree as between themselves to regulate payments to and enforcement of security granted by the parties thereto in the manner set out in that agreement.

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 Acquisitions 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 Acquisitions.

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**INTUITA LIMITED**  
**APPENDICES TO FORM 155(6)a**  
**APPENDIX 5**

The amount of cash to be transferred to the person assisted is all sums due under the Intra Group Funding Agreement subject to a maximum amount of £15,000,000.



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**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:

"Acquisitions"	the Tekton Acquisition and the Sitestream Acquisition;
"Acquisition Costs"	all obligations, liabilities, fees, costs and expenses, stamp, registration and other taxes incurred by the Group in connection with the Acquisitions;
"Bank"	HSBC Bank plc;
"Bank Debenture"	a debenture, in agreed form, to be entered into by each of the Parent, the Buyer, Tekton, the Subsidiary, the Charging Subsidiaries and Sitestream in favour of the Bank;
"Bank Documents"	collectively the Facility Agreement (including the Bank Guarantee), the Working Capital Facility Letter, the Bank Debentures, the Intra-Group Funding Agreement and the Intercreditor Deed (each as amended, varied or supplemented from time to time);
"Bank Facility"	the facility of a secured loan in the maximum aggregate principal amount of £5,300,000 to be made available to the Buyer by the Bank in accordance with the terms of the Facility Agreement;
"Bank Guarantee"	the corporate guarantee and indemnity, contained in the Facility Agreement, to be entered into by the Company, Tekton, the Charging Subsidiaries, Sitestream, the Parent and the Buyer in favour of the Bank;
"Buyer"	Hallco 1389 Limited (company number 5977421);
"Charging Subsidiaries"	Evision Limited (SC211263) and Construction Information Technologies Limited (02885837);
"Company"	has the same meaning given to it at page one of Form 155 (6) a);
"Facility Agreement"	the facility agreement to be entered into between the Parent, the Buyer, the Company, Tekton, the Charging Subsidiaries and Sitestream and the Bank pursuant to which the Bank will make available the Bank Facility to assist with the Acquisitions and to discharge the Acquisition Costs;

"Group"	the Parent, the Buyer, the Company, Tekton, Sitestream and the Charging Subsidiaries;
"Historic Acquisitions"	the historic acquisitions of the entire issued share capital of each of the Charging Subsidiaries and Intuita Software; and associated refinancing by the Charging Subsidiaries, in connection therewith;
"Inflexion"	Inflexion Private Equity Partnership LLP;
"Investment Agreement"	the investment agreement in agreed form to be entered into between the Parent, the Buyer, Stuart McKay, Stuart Bell, Jane Sutherland, Elliot Herdman, Ray Travis, Wendy McMurray, John Marchant, Jane Mercer, Wesley Simmons, Richard Beaton, YFM and Inflexion;
"Intercreditor Deed"	the intercreditor deed in agreed form to be entered into between Tekton, the Parent, the Buyer, the Charging Subsidiaries, the Noteholders (as defined therein), Equity Investors (as defined therein) and the Bank;
"Intra-Group Funding Agreement"	the agreement in agreed form to be entered into between Tekton, the Company, the Charging Subsidiaries, Sitestream and the Buyer setting out the terms of the Loan;
"Intuita Software"	Intuita Software Limited (company number: 05417221);
"Loan"	the intra-group loan in such amounts as may be required from time to time to be made by (1) Tekton, the Company, the Charging Subsidiaries and Sitestream and (2) the Buyer (as principal borrower) to, inter alia, fund the repayment of the Facility Agreement and the Loan Notes and to cover the Costs;
"Loan Notes"	Type 'A' Loan Notes, the Type 'B' Loan Notes, the Type 'C' Loan Notes, the Type 'D' Loan Notes, the Type "E" Loan Notes and the Type "F" Loan Notes;
"Loan Note Security"	<p>"Series A Security Documents" consisting of:</p> <p>(a) a composite guarantee and debenture, in the agreed terms, made between the Group (1) and Inflexion as security trustee (2); and</p> <p>a bond and floating charge, in the agreed terms, granted by Evision Limited in favour of Inflexion as security trustee;</p> <p>"Series B Security Documents" consisting of:</p> <p>(a) a composite guarantee and debenture, in the agreed terms, made between the Group</p>

(1) and Richard Beaton as security trustee (2); and

(b) a bond and floating charge, in the agreed terms, granted by Evision Limited in favour of Richard Beaton as security trustee;

"Series C Security Documents" consisting of:  
(a) a composite guarantee and debenture, in the agreed terms, made between the Group (1) and Jane Mercer as security trustee (2); and

(b) a bond and floating charge, in the agreed terms, granted by Evision Limited in favour of Jane Mercer as security trustee;

"Series E Security Documents" consisting of a charge over a deposit account with the Bank in the sum of £3,230,147 granted by the Buyer in favour of Richard Beaton.

"Series F Security Documents" consisting of a charge over a deposit account with the Bank in the sum of £316,905 granted by the Buyer in favour of Jane Mercer as security trustee.

"Mitek"

Mitek Industries Limited (company number: 009944342);

"Parent"

Hallco 1390 (company number 5977380;

"Sitestream Acquisition"

the acquisition by the Buyer of the entire issued share capital of Sitestream from Mitek;

"Tekton Acquisition"

(i) the acquisition by the Buyer of the entire issued share capital of Tekton;

(ii) the reducing and discharging of the current banking facilities, existing debt and security entered into by:

(a) Tekton

(b) each of the Charging Subsidiaries and the Company

(c) Intuita Software,

provided by BoS pursuant to the Historic Acquisitions;

(iii) the discharging of existing debt and security entered into by:

(a) Tekton

(b) each of the Charging Subsidiaries

(c) Intuita Software,

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	provided by YFM pursuant to the Historic Acquisitions;
"Type 'A' Loan Note Instrument"	the loan note instrument to be executed by the Buyer pursuant to which the Buyer will constitute the Type 'A' Loan Notes;
"Type 'B' Loan Note Instrument"	the loan note instrument to be executed by the Buyer pursuant to which the Buyer will constitute the Type 'B' Loan Notes;
"Type 'C' Loan Note Instrument"	the loan note instrument to be executed by the Buyer pursuant to which the Buyer will constitute the Type 'C' Loan Notes;
"Type 'D' Loan Note Instrument"	the loan note instrument to be executed by the Buyer pursuant to which the Buyer will constitute the Type 'D' Loan Notes;
"Type 'E' Loan Note Instrument"	the loan note instrument to be executed by the Buyer pursuant to which the Buyer will constitute the Type 'E' Loan Notes;
"Type 'F' Loan Note Instrument"	the loan note instrument to be executed by the Buyer pursuant to which the Buyer will constitute the Type 'F' Loan Notes;
"Type 'A' Loan Notes"	the £4,560,000 secured fixed 2013 loan notes to be constituted by the Buyer pursuant to the Type 'A' Loan Note Instrument;
"Type 'B' Loan Notes"	the £2,431,130 secured fixed 2013 loan notes to be constituted by the Buyer pursuant to the Type 'B' Loan Note Instrument;
"Type 'C' Loan Notes"	the £262,872 secured fixed 2013 loan notes to be constituted by the Buyer pursuant to the Type 'C' Loan Note Instrument;
"Type 'D' Loan Notes"	the £51,000 unsecured 2013 loan notes to be constituted by the Buyer pursuant to the Type 'D' Loan Note Instrument ;
"Type E Loan Notes"	the £3,307,821 secured variable rate 2007 loan notes to be constituted by the Buyer pursuant to the Type "E" Loan Note Instrument;
Type F Loan Notes"	the £316,905 secured variable rate 2008 loan notes to be constituted by the Buyer pursuant to the Type "F" Loan Note Instrument;"
"Working Capital Facility Letter"	the working capital facility letter to be entered into between the Buyer, the Parent, the Company, the Charging Subsidiaries, Sitestream, Tekton and the Bank, pursuant to which the Bank is to make available a working capital facility of £500,000 as more particularly set out therein;
"YFM"	North West Business Investment Scheme

(company number: LP008604), British  
Smaller Companies VCT plc (company  
number: 03134749) and British Smaller  
Technology Companies VCT2 plc (company  
number: 04084003).

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**BDO Stoy Hayward LLP**  
Corporate Finance

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11-15 Cross Street  
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DX 18578 Manchester 7  
Web site: [www.bdo.co.uk](http://www.bdo.co.uk)

## **Private and Confidential**

The Directors  
Intuita Limited  
Freetrade Exchange  
37 Peter Street  
Manchester  
M2 5GB

21 December 2006

Our ref: 015586/MB

Direct line: 0161 817 7562  
E-mail: [mark.bringloe@bdo.co.uk](mailto:mark.bringloe@bdo.co.uk)

Dear Sirs

### **Auditors' report to the directors of Intuita Limited (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 the entire ordinary share capital of the holding company of the Company, Tekton Group Limited.

Our report has been prepared pursuant to the requirements of section 156(4) of the Companies Act 1985 and for no other purpose. No person is entitled to rely on this report unless such a person is a person entitled to rely upon this report by virtue of and for the purpose of section 156(4) of the Companies Act 1985 or has been expressly authorised to do so by our prior written consent. Save as above, we do not accept responsibility for this report to any other person or for any other purpose and we hereby expressly disclaim any and all such liability.


### **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 statutory declaration as to any of the matters mentioned in section 156(2) of the Act is unreasonable in all the circumstances.

Yours faithfully

  
BDO Stoy Hayward LLP