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COMPANIES FORM No. 395

Particulars of a mortgage or charge

395

CHFP025

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

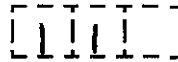
*insert full name
of Company

Pursuant to section 395 of the Companies Act 1985

To the Registrar of Companies
(Address overleaf - Note 6)

For official use

Company number



3698167

Name of company

* Intuita Limited

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 (the "Deed")

Amount secured by the mortgage or charge

The Company covenants that it will on demand pay to the Security Trustee for the account of the Secured Parties all moneys and discharge all obligations and liabilities as at the date of the Deed of 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 Deed. Each Guarantor thereby guarantees that it will on demand pay to the Security Trustee for the account of the Secured Parties all moneys and discharge all liabilities now 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 Deed by (i) each other Company and (ii) any other present or future Subsidiary of the Parent or of any Company (except any obligations or liabilities of such other Company as guarantor for the Company concerned), 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.

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

Richard Beaton of Prestbury Hall, The Village, Prestbury, Cheshire
("Security Trustee")

Postcode SK10 4BN

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

Halliwell's LLP
St James's Court
Brown Street
Manchester

MT/laser/Richard Beaton-intu

Time critical reference

For official Use (02/00)

Mortgage Section

Post room

SATURDAY



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A27

06/01/2007

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COMPANIES HOUSE

Short particulars of all the property mortgaged or charged

The Charging 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 Deed vested in such Charging Company, by way of legal mortgage) as a continuing security for the payment and discharge of the Secured Obligations the following assets, both at the date of the Deed and thereafter, from time to time owned by such Charging Company or in which such Charging Company may from time to time have an interest:

(a) all freehold and (subject to clause 3.7 of the Deed) leasehold property of such Charging Company situate in England and Wales (including without limitation the property specified in schedule 3 of the Deed) 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;

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Particulars as to commission allowance or discount (note 3)

Nil

Signed Halliwells LLP

Date

4/1/07

On behalf of [company] [mortgagee/chargee] †

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

Notes

† delete as appropriate

- 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.
- 3 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;
 - (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 A fee of £13 is payable to Companies House in respect of each register entry for a mortgage or charge. Cheques and Postal Orders must be made payable to **Companies House**.
- 6 The address of the Registrar of Companies is: Companies House, Crown Way, Cardiff CF14 3UZ

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Particulars of a mortgage or charge (continued)

Please do not
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binding margin

Continuation sheet No 1
to Form No 395 and 410 (Scot)

*Please complete
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bold block lettering*

Company Number

3698167

Name of Company

Intuita Limited

Limited*

* delete if
inappropriate

Description of the instrument creating or evidencing the mortgage or charge (continued) (note 2)

*Please complete
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bold block letters*

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Names, addresses and descriptions of the mortgagees or persons entitled to the charge (continued)

*Please complete
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(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 such Charging 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 such Charging 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 such Charging Company.

Floating Charge

Each Charging Company thereby 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 as at the date of the Deed or thereafter, 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 Deed or otherwise pursuant to the Deed but including (without limitation and whether or not so effectively charged) any of its property and assets situated in Scotland.

Qualifying Floating Charge

The Deed 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 Deed.

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**Particulars of a mortgage or charge
(continued)**

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Continuation sheet No 2
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Company Number

3698167

Name of Company

Intuita Limited

Limited*

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Description of the instrument creating or evidencing the mortgage or charge (continued) (note 2)

*Please complete
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Names, addresses and descriptions of the mortgagees or persons entitled to the charge (continued)

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Restrictions on dealing with Charged Assets

The Charging Company thereby 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 Deed);

(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.

Definitions:

Charged Assets means, in relation to each Charging Company, all the undertaking, goodwill, property, assets and rights of such Charging Company described in clauses 3.1 and 3.2 of the Deed

Charging Company means the Parent, the Original Charging Companies and each other Subsidiary (if any) of the Parent which becomes a party to the Deed as a Charging Company 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

Company means the Parent, the Original Guarantors, the Original Charging Companies and each other Subsidiary (if any) of the Parent which becomes a party to the Deed pursuant to a Supplemental Deed

Debts means, in relation to each Charging Company, the assets of such Charging Company described in clause 3.1(d) of the Deed

Guarantor means the Parent, each Original Guarantor and each other Subsidiary (if any) of the Parent which becomes a party to the Deed as a Guarantor pursuant to a Supplemental Deed

Insurances means, in relation to each Charging Company, all present and future contracts or policies of insurance (including life policies) in which that Charging 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)

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**Particulars of a mortgage or charge
(continued)**

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Continuation sheet No 3
to Form No 395 and 410 (Scot)

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Company Number

3698167

Name of Company

Intuita Limited

Limited*

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Description of the instrument creating or evidencing the mortgage or charge (continued) (note 2)

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Names, addresses and descriptions of the mortgagees or persons entitled to the charge (continued)

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Loan Note Instrument means the instrument dated the same date as the Deed pursuant to which Hallco may issue up to £2,431,130 fixed rate secured series B Loan Notes 2013

Loan Notes means the £2,431,130 secured series B Loan Notes 2013 constituted by Hallco pursuant to the Loan Note Instrument

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

Encumbrance means:

any security in favour of HSBC Bank plc;
any security created pursuant to the Series A Security Documents;
any security created pursuant to the Series B Security Documents;
any security created pursuant to the Series E Security Documents;
any security created pursuant to the Series F Security Documents;
the Tekton Charge over Cash Deposit;
any right of set-off or lien, in each case arising by operation of law; and
any retention of title to goods supplied to any Charging Company in the ordinary course of its trading activities

Properties means, in relation to a Charging Company, the assets of such Charging Company described in clause 3.1(a) of the Deed and all present and future heritable and leasehold property of that Charging Company situate in Scotland and all liens, charges, options, agreements, rights and interests in or over land or the proceeds of sale of land situate in Scotland 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, servitudes and privileges appurtenant to, or benefiting, the same, in all cases both present and future

Secured Obligations means all moneys, obligations and liabilities covenanted to be paid or discharged under or pursuant to clause 2 of the Deed

Secured Parties means the following:

British Smaller Companies VCT Plc (company number: 03134749)	Saint Martins House, 210-212 Chapeltown Road, Leeds West Yorkshire LS7 4HZ
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British Smaller Technology Companies VCT 2 Plc (company number 04084003)	Saint Martins House, 210-212 Chapeltown Road, Leeds West Yorkshire LS7 4HZ
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The North West Business Investment Scheme (company number LP008604)	Delphian House, Riverside, New Bailey Street, Manchester M8 5AP
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Richard Beaton	Prestbury Hall, The Village, Prestbury, Cheshire SK10 4BN
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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

**Please complete
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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 A 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, EACH GUARANTOR 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 6th JANUARY 2007.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 11th JANUARY 2007.

Handwritten signature



Companies House

— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES