

# M

CHFP041

COMPANIES FORM No. 395

## Particulars of a mortgage or charge

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

# 395

135825/39

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 Company number

8

03698167

Name of company

\* Intuita Limited (the "Company")

Date of creation of the charge

21 December 2005

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

Collateral Debenture between the Company and Intuita Software Limited (1) and YFM Private  
Equity Limited (2) dated 21 December 2005 (the "Debenture")

Amount secured by the mortgage or charge

means all monies (including sums due under a guarantee given on 21  
December 2005 by the Company, Intuita Software Limited and Evision  
Limited to the Chargee ("Guarantee") whether principal interest or  
otherwise which now are or at any time hereafter may become due or owing  
to the Chargee by the Company under the Debenture ("Sum Secured")

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

YFM Private Equity Limited, Saint Martins House, 210-212 Chapeltown Road, Leeds  
West Yorkshire (the "Chargee")

Postcode LS7 4HZ

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

Keeble Hawson  
Protection House  
16-17 East Parade  
Leeds LS1 2BR  
Ref: GLP/YFM1/2

Time critical reference

For official use (06/2005)

Mortgage Section

Post room



A34  
COMPANIES HOUSE

881  
10/01/2006

Short particulars of all the property mortgaged or charged

1. The Company with full title guarantee hereby in favour of the Chargee as a continuing security for the payment or discharge of the Sum Secured:-

(1) By way of legal mortgage all the freehold and leasehold property of the Company including (without limitation) the property described in Schedule 2 of the Debenture together with all buildings now or hereafter erected thereon and all fixtures (including trade fixtures) and fixed plant and machinery now or hereafter affixed thereto

(2) By way of fixed equitable charge all future freehold and leasehold property of the Company together with all buildings and all fixtures (including trade fixtures) and fixed plant and machinery from time to time affixed thereto

(3) By way of fixed charge

(a) All the movable plant machinery machines apparatus and motor vehicles of the Company now owned by it or to which or to an interest in which the Company is now entitled including (without limitation) the items listed in Schedule 3 of the Debenture together with all spare parts tools and additional equipment belonging exclusively to or for use exclusively in respect of such items but excluding any such plant, machinery machines or apparatus for the time being forming part of the Company's stock in trade or work in process.

(Please see continuation sheet)

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)

Particulars as to commission allowance or discount (note 3)

Nil

Signed *Heather Kane*

Date 9 January 2006

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

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 are to be made payable to **Companies House**.
6. The address of the Registrar of Companies is:- Companies House, Crown Way, Cardiff CF4 3UZ.

## Particulars of a mortgage or charge (continued)

Please do not  
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Continuation sheet No  
to Forms Nos 395 and 410 (Scot)

Company number

0368167

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

Name of company

Intuita Limited

Limited\*

\*Delete if  
inappropriate

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

[INTENTIONALLY LEFT BLANK]

Amount due or owing on the mortgage or charge (continued)

Please do not  
write in this  
margin

[INTENTIONALLY LEFT BLANK]

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

Please do not write in this margin Names, addresses and descriptions of the mortgagees or persons entitled to the charge (continued)

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

[INTENTIONALLY LEFT BLANK]

(b) All the movable plant machinery machines apparatus and motor vehicles which shall hereafter be owned by the Company or to which or to an interest in which the Company shall hereafter become entitled but excluding any such plant, machinery machines or apparatus for the time being forming part of the Company's stock in trade or work in process.

AND THE Company (but so far only as it is entitled to do so) HEREBY ASSIGNS to the Chargee by way of charge or (in any case in which the Company is not entitled so to assign but is entitled to declare itself to be a trustee in respect thereof) HEREBY DECLARES itself to be a trustee for the Chargee of the whole benefit of all contracts present and future of hire or hire purchase or of whatsoever other nature conferring an interest in property upon the Company under which any of the items mentioned at (a) or (b) above (all of which items are hereinafter referred to as "the Specifically Charged Chattels") are held and the whole benefit of all guarantees and warranties given by manufacturers or suppliers in relation to any of the Specifically Charged Chattels

2. By way of fixed charge

(a) All book debts and other debts (including for avoidance of doubt any monies from time to time standing to the credit of the Book Debts Receivable Account) now due or owing to the Company together with the benefit of all securities for such debts and any interest due or to become due thereon

(b) All book debts and other debts hereafter to become due or owing to the Company together with the benefit of all securities for the same and any interest to become due thereon

PROVIDED THAT prior to any demand being made for the payment or discharge of the Sum Secured or any part thereof in the absence of any direction from the Chargee any monies received by the Company and paid into the Book Debts Receivable Account in respect of the said book debts and other debts shall upon such payment in stand released from the fixed charge on such debts created by this Debenture and shall be subject to the floating charge created by Clause 3.1(6) hereof over the Floating Charge Assets (as hereinafter defined) Any such release shall in no respect derogate from the subsistence and continuance of the said fixed charge on all other book debts and other debts of the Company for the time being outstanding

3. By way of fixed charge

(a) All the goodwill and connection in trade of the Company together with the Intellectual Property Rights

(b) All the uncalled capital for the time being of the Company

4. By way of floating charge all the undertaking assets and rights of the Company whatsoever and wheresoever both present and future except those for the time being effectively charged by way of fixed charge pursuant to the provisions of this Debenture (the assets now or hereafter to be subject to the floating charge hereby created being hereinafter referred to as the "Floating Charge Assets") but so that the Company is not to be at liberty without first obtaining the written consent of the Chargee to create any mortgage or charge in favour of any other party whatsoever upon the Floating Charge Assets (and so that no lien shall in any case or in any manner arise on or affect the Floating Charge Assets) either in priority to or pari passu with the said floating charge and whether or not the sums or any part thereof secured by such other mortgage charge or lien shall have been advanced or become owing before or after the Sum Secured or any part thereof and further that the Company shall have no power without first obtaining the written consent of the Chargee to sell part with or dispose of any part of the Floating Charge Assets except in the proper and ordinary course of its business. Paragraph 14 of Schedule B1 to the Insolvency Act 1986 (as amended by the Enterprise Act 2002) applies to the floating charge hereby created.

5. The Chargee may at any time by notice in writing to the Company convert the floating charge created hereby into a fixed charge as regards any assets specified in the notice.

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 A COLLATERAL DEBENTURE DATED THE 21st DECEMBER 2005 AND CREATED BY INTUITA LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY INTUITA SOFTWARE LIMITED AND EVISION LIMITED TO YFM PRIVATE EQUITY LIMITED 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 2006.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 12th JANUARY 2006.

*12/1/06*



*Companies House*

— for the record —



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES