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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

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

For official use

Company number

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

3698167

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

Name of company

\* Intuita Limited (the "Company")

\* insert full name  
of company

~~See Appendix 1~~

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

† delete as  
appropriate

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

The business of the company is:

§ delete whichever  
is inappropriate

~~(a) that of a recognised bank, licensed institution, or within the meaning of the Banking Act 1979~~

~~(b) that of a person authorised under section 1 of the Insurance Companies Act 1982 to carry on~~

~~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

~~company's~~ company's holding company Intuita Software Limited (Company Number:  
05417221) (the "Parent")

The assistance is for the purpose of ~~reducing or discharging a liability incurred for the~~  
purpose of that acquisition].†

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

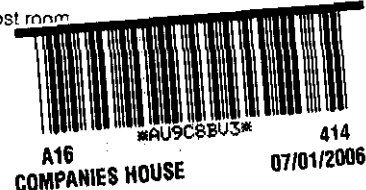
Presenter's name address and  
reference (if any):

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

14317 Manchester 1  
JB/intuita-evision

For official Use  
General Section

Post room



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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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] ~~XXXXXX~~ <sup>Rs.</sup> 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

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

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

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

~~I/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) [~~I/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 I/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 I/~~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

24 Bld /m Aubite Mkt Cld

Monro

Declarants to sign below

*[Signature]*

Day Month Year  
on 20 12 2005

before me

*[Signature]* (William Eather)

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**

A handwritten signature, possibly 'RFB', followed by a large checkmark.

**INTUITA LIMITED**

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

**APPENDIX 2**

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

Rn  
✓

**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:

1. 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:
  - 1.1 the WCF Letter;
  - 1.2 the Intra Group Funding Agreement;
  - 1.3 the Intercreditor Deed;
  - 1.4 the YFM Collateral Debenture; and
  - 1.5 the YFM Composite Guarantee
2. The continuance in full force and effect of a debenture dated 7 December 2005 and executed by the Company in favour of the Lender (the "Debenture") and the Composite Guarantee.

RM

**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 Company, the Parent and Evison, it being noted that the Working Capital Facility is to be utilised in connection with the Acquisition and the Intuita Acquisition;
- 2 pursuant to the terms of the Intra Group Funding Agreement, the Company, the Parent and Evison agree, inter alia, to provide funds to the Purchaser to enable it to fund the Intuita Acquisition or the Evison Acquisition, to meet its obligations to the Lender under, or as contemplated by, the Facility Agreement and/or the WCF Letter and also for any purpose in connection with the Intuita Acquisition or the Evison Acquisition;
- 3 the Intercreditor Deed contains terms pursuant to which the ranking of security granted by the Purchaser, the Company, the Parent and Evison in favour of the Lender and YFM, the subordination of the Loan Notes, and the preference shares held by the Individual Investor, is regulated;
- 4 pursuant to the terms of the YFM Debenture, the Company grants to YFM 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 YFM (including, without limitation, the YFM Guarantee Liabilities);
- 5 pursuant to the terms of the YFM Composite Guarantee, the Company guarantees the liabilities and obligations from time to time of the Purchaser, the Parent and Evison to YFM under, or as contemplated by, the YFM Subscription 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 Intuita Acquisition and the Evison 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 Intuita Acquisition and the Evison Acquisition.

The Debenture will remain in full force and effect as security for the obligations of the Company (including, without limitation, the obligations of the Company under the Composite Guarantee).

**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 £1,875,000, being the maximum amount available under the Intra Group Funding Agreement.

ms ✓



**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:

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

**"Bank Guaranteed Loan Note Instrument"** means the loan note instrument dated 7 December 2005 executed by the Purchaser and the Lender, pursuant to which the Purchaser constituted 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 dated 7 December 2005 executed by the Purchaser, the Company and the Parent in favour of the Lender;

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

**"Deferred Loan Note Instrument"** means the loan note instrument dated 7 December 2005 executed by the Purchaser, pursuant to which the Purchaser constituted the Deferred Loan Notes;

**"Evision"** means Evison Limited (Company Registration Number: SC211263) whose registered office is at 107. George Street, Edinburgh EH2 3ES;

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

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

**"Evison Vendors"** means Tom Mill, Alan Robbie, Capito Limited, West Lothian Venture Fund Limited and WL Ventures Limited;

**"Facilities"** means:

- (a) the term loan facility in the maximum aggregate principal amount of £1,375,000 granted to the Purchaser by the Lender pursuant to the Facility Agreement; and
- (b) the Working Capital Facility;

**"Facility Agreement"** means the facility agreement to be made between the Purchaser and the Lender;

**"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, inter alia, the Lender, the Purchaser, the Company, the Parent, Evison, the Intuita Vendors, the Evison Vendors, the Individual Investor, the YFM Investors and YFM;

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

**"Intuita Acquisition"** means the acquisition of the entire issued share capital of the Company by the Purchaser on 7<sup>th</sup> December 2005 pursuant to the terms of the Intuita Share Purchase Agreement;

**"Intuita Share Purchase Agreement"** means the share purchase agreement dated 7 December 2005 between the Intuita Vendors and the Purchaser;

**"Intuita 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;

**"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, the Deferred Loan Notes and the YFM 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;

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

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

**"YFM"** means YFM Private Equity Limited whose registered office is at Saint Martins House 210-212 Chapeltown Road Leeds LS7 4HZ;

**"YFM Composite Guarantee"** means the composite guarantee dated on or about the date hereof executed by the Company, the Parent and Evison in favour of YFM as Security Trustee;

**"YFM Debenture"** means the collateral debenture to be executed by the Company and the Parent in favour of YFM as Security Trustee;

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



•  
•  
"YFM Investors" means, together, British Smaller Technology Companies VCT 2 plc, British Smaller Companies VCT plc and North West Business Investment Scheme LP;

"YFM Loan Notes" means the £330,000 series "A" and series "B" secured convertible loan stock 2010 as constituted by the YFM Loan Note Instrument;

"YFM Loan Note Instrument" means the loan note instrument dated on or about the date hereof executed by the Purchaser, pursuant to which the Purchaser constituted the YFM Loan Notes;

"YFM Subscription Agreement" means the agreement dated on or about the date hereof between, inter alia, the Purchaser, the Individual Investor, the YFM Investors and YFM, pursuant to which, inter alia, the YFM Investors subscribe for shares in the capital of the Purchaser.



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)

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 (Company Number 5417221).

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**

*jc@dtersrichardv1019*

auditing

accounting

business development  
and support

tax compliance

VAT helpline

tax mitigation

consultancy

financial planning

**Directors:**

John Turner  
Mervyn MacDonnell FCA CTA  
Tony Taylor FCA  
Keith Tran FCA  
Nick Fild BA (Oxon) FCA  
Richard Taylor BSc FCA  
Andrew Poxon BSc ACA  
John Tilley BSc ACA MIPA  
Stephen Rosen FCA FCCA  
Parika Patel FCCA  
Julian Goldie BSc (Hons) ATT CTA

**Partners:**

Lesley Harcourt BA FCA  
Mike Jacques  
Fiona O'Loughlin BSc FCA  
Ai Nargh BSc ACA  
Lawrence Issacharoff BA (Hons) FCA



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