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COMPANIES FORM No. 395

395

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

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.

Pursuant to section 395 of the Companies Act 1985

008915/13

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

For official use

Company number

1		
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03973742

Name of company

* insert full name
of Company

* Infocomp (UK) Limited (the "Security Provider")

Date of creation of the charge

9 December 2008

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

Security Debenture dated 9 December 2008 between the Security Provider and the Financier (as defined below) (the "Security Debenture")

Amount secured by the mortgage or charge

See continuation sheet no. 1.

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

National Australia Bank Limited

Level 20, 100 Creek Street

Brisbane, Queensland, Australia (the "Financier")

Postcode 4000

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

Mallesons Stephen Jaques
Alder Castle, 10 Noble Street
London EC2V 7JX Ref: LEM

Time critical reference

For official Use (02/06)
Mortgage Section

MONDAY



LD2 15/12/2008 57
COMPANIES HOUSE

Short particulars of all the property mortgaged or charged

See continuation sheet no. 3.

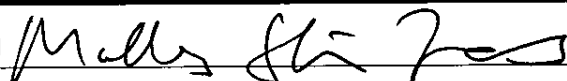
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*Please complete
legibly, preferably
in black type, or
bold block lettering*

Particulars as to commission allowance or discount (note 3)

N/A

Signed



Date 15 December 2008

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)*

† delete as
appropriate

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.
- 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 CF14 3UZ

COMPANIES FORM No. 395
Particulars of a mortgage or charge

Continuation sheet No. 1 to Form No. 395

Name of company
INFOCOMP (UK) LIMITED

Company number
03973742

Amount secured by the mortgage or charge

The Secured Money (as defined below).

Secured Money means all amounts that:

at any time;

for any reason or circumstance in connection with the any agreement, transaction, instrument (whether or not negotiable), document, event, act, omission, matter or thing whatsoever (including, without limitation, the Guarantee);

whether at law or otherwise;

and whether or not of a type within the contemplation of the parties at the date of the Security Debenture:

- (a) are payable, are owing but not currently payable, are contingently owing, or remain unpaid, by the Security Provider to the Financier; or
- (b) the Financier has advanced or paid on the Security Provider's behalf or at the Security Provider's express or implied request; or
- (c) the Financier is liable to pay by reason of any act or omission on the Security Provider's part, or that the Financier has paid or advanced in protecting or maintaining the Secured Property or the Security Debenture following an act or omission on the Security Provider's part; or
- (d) are reasonably foreseeable as likely, after that time, to fall within any of the above paragraphs.

This definition applies:

- (i) irrespective of the capacity in which the Security Provider or the Financier became entitled to, or liable in respect of, the amount concerned;
- (ii) whether the Security Provider or the Financier is liable as principal debtor, as surety, or otherwise;
- (iii) whether the Security Provider is liable alone, or together with another person;

COMPANIES FORM No. 395
Particulars of a mortgage or charge

Continuation sheet No. 2 to Form No. 395

Name of company
INFOCOMP (UK) LIMITED

Company number
03973742

Amount secured by the mortgage or charge (cont)

- (iv) even if the Security Provider owes an amount or obligation to the Financier because it was assigned to the Financier, whether or not:
 - (A) the assignment was before, at the same time as, or after the date of the Security Debenture; or
 - (B) the Security Provider consented to or was aware of the assignment; or
 - (C) the assigned obligation was secured before the assignment;
- (v) even if the Security Debenture was assigned to the Financier, whether or not:
 - (A) the Security Provider consented to or was aware of the assignment; or
 - (B) any of the Secured Money was previously unsecured; or
- (vi) if the Security Provider is a trustee, whether or not it has a right of indemnity from the trust fund.

However, it does not include any amount which, if it was included, would result in the Security Debenture contravening section 151 of the Companies Act.

COMPANIES FORM No. 395
Particulars of a mortgage or charge

Continuation sheet No. 3 to Form No. 395

Name of company
INFOCOMP (UK) LIMITED

Company number
03973742

Short particulars of all the property mortgaged or charged

The Secured Property (as defined below).

Secured Property means the Charged Property.

Charged Property means all the Security Provider's rights, property and undertaking:

- (a) of whatever kind and wherever situated;
- (b) whether present or future.

It includes the Security Provider's capital (called or uncalled and paid or unpaid).

The Security Provider charges the Secured Property to the Financier for the purpose of securing payment of the Secured Money.

The charge created by the Security Debenture is a first fixed charge over all present and future:

- (a) capital (including called or uncalled and paid or unpaid); and
- (b) goodwill; and
- (c) land; and
- (d) plant, machinery and equipment; and
- (e) intellectual property (including any registered or unregistered patents, trade marks, service marks, designs, copyrights and know-how); and
- (f) insurance policies and the proceeds of any claim under those policies; and
- (g) shares, stock, units, debentures, notes, bonds and other securities or investments, and rights in connection with them (including all dividends, interest and other distributions and all allotments, offers, benefits, privileges and bonuses); and
- (h) securities, documents of title and any other documents (whether or not negotiable), that the Security Provider deposits with the Financier at any time and for any reason; and

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Particulars of a mortgage or charge

Continuation sheet No. 4 to Form No. 395

Name of company
INFOCOMP (UK) LIMITED

Company number
03973742

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

- (i) books of account, invoices, statements, ledger cards, computer software and records and other media relating to the Security Provider's business transactions; and
- (j) interests in personal property that are not acquired by the Security Provider for disposal by the Security Provider in the ordinary course of its business; and
- (k) any other property if clause 4.3 ("Conversion from floating to fixed") of the Security Debenture says the charge is to be fixed over that property.

The charge created by the Security Debenture is a first floating charge over all the Secured Property not subject to a fixed charge.

Negative pledge

Without the consent of the Financier, the Security Provider may not, and may not agree, attempt or take any step to, do any of the following:

- (a) create or allow to exist another Encumbrance over the Secured Property, other than any Permitted Encumbrance; or
- (b) assign or otherwise deal with the Security Debenture or any interest in it, or allow any interest in it to arise or be varied.

Without the consent of the Financier, the Security Provider may not, and may not agree, attempt or take any step to, do any of the following in respect of Secured Property subject to a fixed charge under the Security Debenture:

- (a) dispose of the Secured Property; or
- (b) lease or licence the Secured Property or any interest in it, or deal with any existing lease or licence (including allowing a surrender or variation); or
- (c) part with possession of the Secured Property; or
- (d) waive any of the Security Provider's rights or release any person from its obligations in connection with the Secured Property; or

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Particulars of a mortgage or charge

Continuation sheet No. 5 to Form No. 395

Name of company
INFOCOMP (UK) LIMITED

Company number
03973742

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

- (e) abandon, settle, compromise or discontinue or become nonsuited in respect of proceedings against any person (other than the Financier) in connection with the Secured Property; or
- (f) deal in any other way with the Secured Property or any interest in it, or allow any interest in it to arise or be varied.

Without the consent of the Financier, the Security Provider may not, and may not agree, attempt or take any step to, do any of the things referred to in the paragraph above in respect of Secured Property subject to a floating charge under the Security Debenture except where the thing done is done in the ordinary course of the Security Provider's business.

COMPANIES FORM No. 395
Particulars of a mortgage or charge

Continuation sheet No. 6 to Form No. 395

Name of company
INFOCOMP (UK) LIMITED

Company number
03973742

Definitions

In this Companies Form No. 395:

Encumbrance means any:

- (a) security for the payment of money or performance of obligations, including a mortgage, charge, lien, pledge, trust, power or title retention or flawed deposit arrangement; or
- (b) right, interest or arrangement which has the effect of giving another person a preference, priority or advantage over creditors including any right of set-off; or
- (c) right that a person (other than the owner) has to remove something from land (known as a profit à prendre), easement, public right of way, restrictive or positive covenant, lease, or licence to use or occupy; or
- (d) third party right or interest or any right arising as a consequence of the enforcement of a judgment,

or any agreement to create any of them or allow them to exist.

Facilities Agreement means the Facilities Agreement dated 9 December 2008 between, amongst others, the Financier and the Parent.

Group Member means:

- (a) each of the companies specified in the details section of the Facilities Agreement; and
- (b) from the date of drawdown of the Overseas Currency Loan Facility, shall include the Target Group; and
- (c) each entity that becomes a Group Member pursuant to clause 20 ("New Group Member") of the Facilities Agreement; and
- (d) any other Security Provider; and
- (e) each Subsidiary of a Group Member not otherwise caught by paragraphs (a) to (d).

COMPANIES FORM No. 395
Particulars of a mortgage or charge

Continuation sheet No. 7 to Form No. 395

Name of company
INFOCOMP (UK) LIMITED

Company number
03973742

Definitions (cont)

Guarantee has the meaning given to it in the Facilities Agreement, being an unlimited guarantee and indemnity to be given by the Parent and each of its Subsidiaries in respect of all moneys owing to the Financier by the Parent and each of its Subsidiaries.

Overseas Currency Loan Facility has the meaning given to it in the Facilities Agreement.

Parent means GBST Holdings Limited, an Australian incorporated company with Australian Business Number 85 010 488 874.

Permitted Encumbrance has the meaning given to it in the Facilities Agreement, being:

- (a) a lien or statutory encumbrance arising by operation of law securing money owing in respect of goods or services provided it arises in the ordinary course of business of a Group Member where the Group Member is not in default of its obligations; or
- (b) a right of title retention relating to the acquisition of goods in the ordinary course of business of a Group Member on the usual terms of sale of the supplier where there is no default in connection with the relevant acquisition; or
- (c) Australian Securities and Investment Commission charge no. 1299539 granted by ICP Holdings Pty Ltd in favour of CBFC Limited;
- (d) (up to 31 December 2010) the Second Securities but only to the extent that they remain second ranking pursuant to the terms of the Subordination Agreement; or
- (e) any Encumbrance which the Financier agrees in writing with a Group Member shall be a Permitted Encumbrance for the purpose of this agreement; or
- (f) any Encumbrance over any asset acquired by a Group Member after the date of this agreement and existing at the time of acquisition and not created in contemplation of that acquisition; or
- (g) (up to 31 March 2009) the Vendor Security over Deposits.

Second Securities has the meaning given in the Subordination Agreement.

COMPANIES FORM No. 395
Particulars of a mortgage or charge

Continuation sheet No. 8 to Form No. 395

Name of company
INFOCOMP (UK) LIMITED

Company number
03973742

Definitions (cont)

Security means each security described as such in the details to the Facilities Agreement and any other document or Encumbrance collateral to any of them or which secures a Group Member's obligations under a Transaction Document.

Security Provider means, for the purposes of the definitions "Group Member", "Transaction Documents" only, each person who gives a Security.

Subordination Agreement means the subordination agreement between the Financier, the Parent (as borrower) and Crown Financial Pty Ltd (ACN 000 188 367) dated on or about the date of this agreement.

Subsidiary of one entity means another entity which is a subsidiary of the first within the meaning of part 1.2 division 6 of the Corporations Act 2001 (Cwlth) of Australia or is a subsidiary of or otherwise controlled by the first within the meaning of any approved accounting standard.

Target means Coexis Limited (company number 00816145).

Target Group means Target and its Subsidiaries.

Transaction Documents means the documents described as such in the details to the Facilities Agreement, any document which a Group Member or a Security Provider acknowledges in writing to be a Transaction Document, and any other document connected with any of them.

Vendor Security over Deposits means each of the charges granted by the Target in favour of Sunil Shah (as security agent) in December 2008 charging the Target's account held with Coutts & Co, account number 05485495 (special reserve account), sort code 18-00-02, account name Bonus Scheme Account and all monies credited to that account (such monies not to exceed GBP 769,216).



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

**COMPANY NO. 3973742
CHARGE NO. 1**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A SECURITY DEBENTURE DATED 9
DECEMBER 2008 AND CREATED BY INFOCOMP (UK) LIMITED
FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM
THE COMPANY TO NATIONAL AUSTRALIA BANK 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 15 DECEMBER 2008

GIVEN AT COMPANIES HOUSE, CARDIFF THE 16 DECEMBER
2008



Companies House
— for the record —

Printed



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES