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in black type, or
bold block lettering

*insert full name
of Company

COMPANIES FORM No. 395

099279/208

Particulars of a mortgage or charge

395

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

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

For official use

Company number

13

4476205

Name of company

* Network Partners (Holdings) Limited, incorporated in England and Wales, with its registered office at Innovation House, Millbrook Business Park, Mill Lane, Rainford WA11 8LZ (the "Chargor")

Date of creation of the charge

17 September 2008

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

Composite Debenture (the "Debenture") made between, among others, the Chargor and the Bank (as defined below)

Amount secured by the mortgage or charge

All monies, obligations and liabilities covenanted or guaranteed to be paid or discharged by the Chargor under the Debenture, provided that any such money, obligation or liability shall not be included in the definition of Secured Obligations to the extent that, if it were so included in the Debenture (or any part thereof), it would constitute unlawful financial assistance within the meaning of Sections 151 to 158 of the Companies Act 1985 or Section 60 of the Companies Act, 1963 of Ireland (the "Secured Obligations")

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

ANGLO IRISH BANK CORPORATION PLC having its principal place of business at Stephen Court, 18/21 St Stephen's Green, Dublin 2 (the "Bank")

Postcode N/A

Presentor's name address and
reference (if any)

Travers Smith LLP
10 Snow Hill
London
EC1A 2AL
DX79 London/City
(Ref CMG/7287676)

Time critical reference

For official Use (06/2005)
Mortgage Section

Post room

MONDAY



A914W3J6

A41

29/09/2008

46

COMPANIES HOUSE

Short particulars of all the property mortgaged or charged

See Annexure

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

Particulars as to commission allowance or discount (note 3)

Nil

Signed

Travis Smith

Date **26** September 2008

On behalf of ~~XXXXXX~~ [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 must be made payable to **Companies House**.
- 6 The address of the Registrar of Companies is **Companies House, Crown Way, Cardiff CF14 3UZ**.

Network Partners (Holdings) Limited (CRN: 4476205)

Annexure to Form M395

A. Short Particulars of all property mortgaged or charged

1 1 Pursuant to the Debenture, the Chargor, with full title guarantee and as continuing security for the payment, performance and discharge of the Secured Obligations, thereby

- (a) charged to the Bank by way of first legal mortgage all its Real Property which is described in the second schedule of the Debenture (and set out below at paragraph 1 5 of this form M395) and all other Real Property now vested in the Chargor,
- (b) charged to the Bank all other Real Property now vested in the Chargor (to the extent not effectively charged by paragraph 1 1(a) above) and all Real Property acquired by the Chargor after the date of the Debenture,
- (c) charged to the Bank the benefit of all present and future licences, permissions, consents and authorisations (statutory or otherwise) held by the Chargor in connection with its business or the use of any of the Real Property and the right to recover compensation which may at any time become payable to it in respect thereof to the extent permitted by the terms of such licences,
- (d) charged to the Bank all plant, machinery, equipment, goods and chattels at the time of the Debenture or thereafter belonging to the Chargor together with all and any machines, equipment, goods, components, parts or other items whatsoever from time to time installed therein or used in replacement or by way of substitution for all or any part thereof, together with the full benefit of the insurances on the same with the payment, performance and discharge of the Secured Obligations,
- (e) assigned and agreed to assign to the Bank all rights and claims to which the Chargor was, at the time of the Debenture or may thereafter become entitled in relation to the freehold, leasehold or immovable property and the moveable property and other chattels mortgaged or charged thereunder including, without limitation, those against any manufacturer, supplier, or installer of such property, any builder, contractor or professional advisor engaged in relation to such property and any lessee, sub-lessee or licensee of any freehold, leasehold or immovable property mortgaged or charged thereunder and any guarantor or surety for the obligations of such person and, to the extent that any of the moveable property or other chattels mortgaged or charged thereunder is at the time of the Debenture or is at any time thereafter hired, leased or rented to any other person, the rights under the hiring, leasing or rental contract and any guarantee, indemnity or security for the performance of the obligation of such person and any other rights and benefits relating thereto,

- (f) charged to the Bank the shares and securities referred to in the third schedule to the Debenture and set out below at paragraph 1 6 of this form M395 and any other stocks, shares, bonds and securities of any kind whatsoever whether marketable or otherwise and all other interests (including but not limited to loan capital) of the Chargor both present and future in every company, firm, consortium or entity wheresoever situate, including all dividends, interest and other distributions paid or payable in respect thereof and all allotments, accretions, offers rights, benefits and advantages whatsoever at any time accruing, offered or arising in respect of and/or incidental to the same and all stocks, shares, rights, money and property accruing thereto and/or offered at any time by way of conversion, redemption, bonus, preference option or otherwise in respect thereof,
- (g) charged to the Bank all present and future rights, interest, title and benefit of the Chargor to and in the proceeds of any policy of insurance in which the Chargor may at the date of the Debenture or thereafter have an interest,
- (h) charged to the Bank all present and future uncalled capital of the Chargor and all rights and claims to which the Chargor was at the date of the Debenture or may thereafter become entitled as a result of any calls made in relation thereto,
- (i) charged to the Bank all letters patent, trade marks, service marks, designs, utility models, copyrights, design rights, applications for registration of any of the foregoing and rights to apply for them in any part of the world, inventions, confidential information, know how and the rights of like nature arising or subsisting anywhere in the world in relation to any of the foregoing, whether registered or unregistered, at the date of the Debenture or at any time thereafter belonging to the Chargor (including, without limitation, any rights and interests of the Chargor in those patents and trademarks listed in the fourth schedule of the Debenture, (as of the date of the Debenture, none were listed) and the benefit of all licences and other rights to use such of the same charged in favour of, or assigned (whether at law or in equity) to, the Bank by or pursuant to the Debenture (the "**Intellectual Property Rights**") To the extent that a fixed charge is not created under this paragraph 1 1(i) over any of the Intellectual Property Rights, the charge thereof purported to be effected by this paragraph 1 1(i) shall operate as an assignment of any and all damages, compensation, remuneration, profit, rent or income which the Chargor may derive therefrom or be awarded or entitled to in respect thereof, as continuing security for the payment, discharge and performance of the Secured Obligations,
- (j) charged to the Bank all goodwill (including all brand names not otherwise subject to a fixed charge or assignment by or pursuant to the Debenture) at the date of the Debenture or at any time thereafter belonging to the Chargor,

- (k) charged to the Bank all present and future bank accounts, including all rights and claims which the Chargor was at the date of the Debenture or may thereafter become entitled in relation to all monies at the date of the Debenture and for the duration of the Security Period standing to the credit of any account maintained by the Chargor and all monies now or at any time thereafter standing to the credit thereof, together with all rights relating or attaching thereto (including the right to interest),
- (l) charged to the Bank all book and other debts, revenues and claims both present and future at the date of the Debenture or at any time thereafter due or owing or purchased or enjoyed by the Chargor (excluding for the purposes of this paragraph 1 1(l) only any debts or claims referred by, or in respect of, any monies standing to the credit of the Chargor's bank accounts) and the full benefit of all rights and remedies relating thereto, including, without limitation, all negotiable and non-negotiable instruments, guarantees, indemnities, rights of tracing and security interests, all things in action which may give rise to a debt, revenue or claim and all other rights and remedies of whatever nature in respect of the same, and
- (m) charged to the Bank all of the Chargor's stock-in-trade, inventory and raw materials together with the whole of the Chargor's undertaking and property, assets and rights whatsoever and wheresoever both present and future other than any assets for the time being effectively charged to the Bank by way of fixed charge or effectively assigned (whether at law or in equity) to the Bank or otherwise subject to an effective fixed security in favour of the Bank

1 2 The mortgages and charges created pursuant to the Debenture shall

- (a) as regards the Fixed Charge Property, be first fixed mortgages and charges, and
- (b) as regards the Floating Charge Property, be a first floating charge

1 3 Pursuant to the Debenture, notwithstanding any other provision of the Debenture, there shall be excluded from the mortgages and charges created by paragraphs 1 1(a) to 1 1(e) and/or 1 1(m)

- (a) any leasehold property held by the Chargor under a lease which precludes absolutely or conditionally (including requiring a consent or waiver of any third party) the Chargor from creating any mortgage or charge over its leasehold interest in that property (each, an "**Excluded Property**" and being, at the date of the Debenture, those properties listed in the fifth schedule to the Debenture (there were none at the time of the Debenture) until the relevant condition, consent or waiver has been satisfied and/or obtained,
- (b) any property held by the Chargor under informal licence arrangements (whether written or oral)

- 1 4 Pursuant to the Debenture, where applicable and without prejudice to the exclusion of the Excluded Properties themselves referred to in paragraph 1 3(a) above, the properties referred to in paragraph 1 3(b) above, the Security created by paragraphs 1 1(a) to 1 1(e) and/or 1 1(m) above will, to the extent such Security does not breach the terms of the relevant lease or other arrangements under which the Chargor may hold such property, include all amounts which the Chargor may receive, or have received, under or in relation to that Excluded Property or property referred to in paragraph 1 1(b) above including, but not limited to, any rent, damages, compensation, remuneration, profit, proceeds or income derived therefrom
- 1 5 The Real Property listed in the second schedule of the Debenture belonging to the Chargor is as follows
- None listed
- 1 6 The shares and securities held by the Chargor as listed in the third schedule to the Debenture are as follows

Company whose Shares are being charged	Description and number of Shares held
Calyx CS Limited	180 (one hundred and eighty) ordinary shares of £1 (one pound) each
	10 (ten) ordinary A shares of £1 (one pound) each
	10 (ten) ordinary B shares of £1 (one pound) each

B. Negative Pledge

- 2 Pursuant to the Debenture, the Chargor undertook that
- (a) at no time during the Security Period will it, otherwise than (i) as permitted under the ID Finance Documents, (ii) in the Bank's favour or (iii) with the Bank's prior written consent, create, grant, extend or permit to subsist or arise any encumbrance on or over all or any part of the Charged Property
- (b) Save as otherwise permitted by the ID Finance Documents, at no time during the Security Period will it, except (i) with the prior written consent of the Bank or (ii) to the extent permitted by paragraph 2(c)

below, sell, convey, transfer, assign or otherwise dispose of all or any part of the Charged Property or agree to do any of the foregoing

- (c) Notwithstanding paragraph 2(b) above but subject always to paragraph 2(a) above, it may sell, transfer or otherwise dispose of or deal with all or any part of its undertaking and assets for the time being subject to the Floating Charge in the ordinary and usual course of, and for the purposes of, the Chargor's business

C. Definitions

- 3 The following terms shall have the following meanings when used in this Form 395

"Assignment" means any assignment of Debts entered into pursuant to the ID Agreements,

"Charged Property" means the undertaking and assets of the Chargor both present and future charged in favour of, or assigned (whether at law or in equity) to, the Bank by or pursuant to the Debenture,

"Clayfox Timid Limited" means Clayfox Timid Limited a company incorporated in England and Wales under registered number 6242135 and whose registered office is at 25 Bedford Street, London WC2E 9ES,

"Client" means each of Calyx Software Limited (formerly Mentec International Limited) (company number E0063047) and Entropy Limited (company number E0204001) in their capacity as client under the ID Agreements,

"Debt" means the amount of any obligation or indebtedness (including any tax or duty payable) incurred or to be incurred by the Debtor under a Supply Contract in consideration of the provision of Goods by the Client pursuant to such Supply Contract, and where the context so admits, a part of a Debt,

"Debtor" means any person who is or may become indebted in respect of any Debt,

"English Debenture" means the Debenture,

"English Guarantee" means the guarantee entered into on or about the date of the ID Agreements by the English Guarantors in favour of the Purchaser,

"English Guarantor" means each of the companies listed in part 1 of the third schedule of the ID Agreements,

"Fixed Charge Property" means the assets of the Chargor described in paragraphs 1 1(a) to 1 1(l) inclusive,

"Floating Charge" means the floating charge created by paragraph 1 1(m) above,

"Floating Charge Property" means the assets of the Chargor described in paragraph 1 1(m) above,

"Goods" means any merchandise and, where the context so admits, any services (and "sale of Goods" shall include the provision of services),

"ID Agreements" means the invoice discounting master deed dated 17th September 2008 made between Calyx Software Limited (formerly Mentec International Limited) (company number E0063047) as Client and Anglo Irish Bank Corporation plc as Purchaser and an invoice discounting master deed dated 17th September 2008 made between Entropy Limited (company number E0204001) as Client and Anglo Irish Bank Corporation plc as Purchaser, both as amended and restated from time to time,

"Irish Debenture" means the debenture entered into on or about the date of the ID Agreements by the Irish Guarantors, Clayfox Timid Limited and Calyx Technologies Limited in favour of the Purchaser,

"ID Finance Documents" means the ID Agreements, any Assignment, the English Guarantee, the English Debenture, the Irish Guarantee, the Irish Debenture and any other document designated as a "ID Finance Document" by the Purchaser and the Client,

"Irish Guarantee" means the guarantee entered into on or about the date of the ID Agreements by the Irish Guarantors in favour of the Purchaser,

"Irish Guarantor" means each of the companies listed in part 2 of the third schedule of the ID Agreements,

"Purchaser" means the Bank (which expression shall include the Bank's assigns except where the context otherwise requires) in its capacity as purchaser to the ID Agreements,

"Real Property" means:

- (a) any freehold, leasehold or immovable property (including the freehold and leasehold property in England and Wales specified in the second schedule to the Debenture and set out at paragraph 1 5 above,
- (b) and any buildings, fixtures, fittings, fixed plant or machinery from time to time situated on or forming part of such freehold or leasehold property,

and includes the benefit of any covenants or rights owed to any person or enforceable by him by virtue of his ownership, occupation or possession of any such property,

"Security" means the security from time to time constituted by or pursuant to the Debenture and each and every part thereof,

"Security Period" means the period from the date hereof until the date upon which all of the Secured Obligations have been unconditionally and irrevocably

paid and discharged in full or upon which all of the Security shall have been unconditionally and irrevocably released and discharged,

"Supply Contract" means any contract for the sale of Goods entered into by the Client



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

**COMPANY NO. 4476205
CHARGE NO. 3**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A COMPOSITE DEBENTURE DATED
17 SEPTEMBER 2008 AND CREATED BY NETWORK PARTNERS
(HOLDINGS) LIMITED FOR SECURING ALL MONIES DUE OR TO
BECOME DUE FROM THE COMPANY TO ANGLO IRISH BANK
CORPORATION PLC 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 29 SEPTEMBER 2008

GIVEN AT COMPANIES HOUSE, CARDIFF THE 30 SEPTEMBER
2008

Handwritten signature



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES