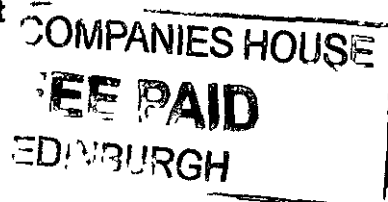


M

466

**Particulars of an instrument of
alteration to a floating charge created
by a company registered in Scotland**

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

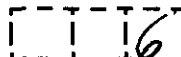


Pursuant to section 410 and 466 of the Companies Act 1985

To the Registrar of Companies
(Address overleaf Note 6)

For official use

Company number



SC211263

Name of company

* Evison Limited (the "Chargor")

Date of creation of the charge (note 1)

22 December 2006

Description of the instrument creating or evidencing the charge or of any ancillary document which has
been altered (note 1)

Floating Charge

Names of the persons entitled to charge

Jane Mercer (an individual) of 2 Corner Brook, Lostock, Bolton, as agent
and trustee for the Secured Parties in terms of the Security Trust Deed
(the "Series C Security Trustee")

Short particulars of all the property charged

The whole of the Chargor's undertaking and all its property, assets and
rights (including uncalled capital) whatsoever and wheresoever both present
and future

All capitalised terms not defined on this form are defined in part one of
the schedule annexed

Presentor's name address and
reference (if any)

Tods Murray LLP

Edinburgh Quay
133 Fountainbridge
Edinburgh
EH3 9AG

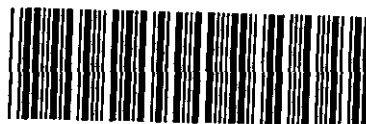
DX ED58 Edinburgh
JAF EJRI10048 1001

For official use (06/2005)

Charges Section

Post room

WEDNESDAY



SCT

10/01/2007

54

COMPANIES HOUSE

Names, and addresses of the persons who have executed the instrument of alteration (note 2)

*Please do not
write in
this margin*

Please see part two of the schedule attached hereto

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

Date(s) of execution of the instrument of alteration

22 December 2006.

A statement of the provisions, if any, imposed by the instrument of alteration prohibiting or restricting the creation by the company of any fixed security or any other floating charge having, priority over, or ranking pari passu with the floating charge

By clause 4 of the Instrument of Alteration

Prior to the Senior Discharge Date (unless the Bank has previously agreed otherwise in writing) no Obligor shall, notwithstanding any provisions of the Subordinated Documents, create or permit to subsist any Security over any of its assets as security for any of the Subordinated Debt other than:

(A) the Series A Security Documents in respect of the Series A Noteholder Debt,

(B) the Series B Security Documents in respect of the Series B Noteholder Debt, or

(C) the Series C Security Documents in respect of the Series C Noteholder Debt

Short particulars of any property released from the floating charge

N/A

The amount, if any, by which the amount secured by the floating charge has been increased

N/A

Please do not
write in
this margin

A statement of the provisions, if any, imposed by the instrument of alteration varying or otherwise regulating the order of the ranking of the floating charge in relation to fixed securities or to other floating charges

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

Please see part three of the schedule attached hereto

Continuation of the statement of the provisions, if any, imposed by the instrument of alteration varying or otherwise regulating the order of the ranking of the floating charge in relation to fixed securities or to other floating charges

Please do not
write in
this margin

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

Signed Joyce Lane for Tools Money LLP Date 10 January 2007
On behalf of ~~[company]~~ [chargee] †

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

Notes

- 1 A description of the instrument e.g. "Instrument of Charge" "Debenture" etc, as the case may be, should be given. For the date of creation of a charge see section 410(5) of the Companies Act
- 2 In accordance with section 466(1) the instrument of alteration should be executed by the company, the holder of the charge and the holder of any other charge (including a fixed security) which would be adversely affected by the alteration
- 3 A certified copy of the instrument of alteration, together with this form with the prescribed particulars correctly completed must be delivered to the Registrar of Companies within 21 days after the date of execution of that instrument
- 4 A certified copy must be signed by or on behalf of the person giving the certification and where this is a body corporate it must be signed by an officer of that body
- 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 Registration Office, 37 Castle Terrace, Edinburgh, EH1 2EB DX 235 Edinburgh or LP 4 Edinburgh 2

† delete as
appropriate

This is the Schedule referred to in the foregoing Form 466Part One

Additional Obligor	means any body corporate which may from time to time after the date hereof become a party to the Subordinated Documents (other than as an Equity Investor or a shareholder in the capital of the Parent) or the Finance Documents or which grants any Security Document in respect thereof
Articles	shall have the meaning given to that term in the Facility Agreement
Bank	means HSBC Bank plc, a company incorporated in England and Wales (registered number 14259) and having its registered office at 8 Canada Square, London E14 5HQ
Equity Investors	means (a) the persons listed in part 4 of schedule 1 of the Instrument of Alteration, and (b) any person to whom any of the issued preference and preferred ordinary share capital of the Parent is transferred in accordance with the Articles and who accedes to the provisions of the Instrument of Alteration by entering into an Intercreditor Novation Deed
Facility Agreement	means the facility agreement dated of even date with the date of the Instrument of Alteration made between the Parent, Hallco, the Subsidiaries listed in part 1 of schedule 1 thereto and HSBC Bank plc
Finance Document	shall have the meaning given to that term in the Facility Agreement
Group Company	shall have the meaning given to that term in the Facility Agreement
Hallco	means Hallco 1389 Limited, a company incorporated in England and Wales (registered number 5977421) and having its registered office at St James' Court, Brown Street, Manchester, Greater Manchester M2 2JF

Hedging Liabilities	means all liabilities due to the Bank under any Hedging Document (as Hedging Document is defined in the Facility Document)
Intercreditor Novation Deed	means a deed of novation substantially in the form set out in schedule 2 of the Instrument of Alteration
Noteholder Debt	means (a) the Series A Noteholder Debt, (b) the Series B Noteholder Debt and (c) the Series C Noteholder Debt
Obligors	means the Parent, the Original Obligors (as defined in part 5 of schedule 1 of the Instrument of Alteration and any Additional Obligor (each an "Obligor")
Parent	means Hallco 1390 Limited, a company incorporated in England and Wales (registered number 5977380) and having its registered office at St James' Court, Brown Street, Manchester, Greater Manchester M2 2JF
Security Documents	shall have the meaning given to that term in the Facility Agreement
Senior Debt	means the aggregate amount from time to time outstanding of all monies, obligations and liabilities, whether actual or contingent, due, owing or incurred by any Group Company to the Bank under the terms of any Finance Document, together with all interest thereon and all related losses and charges
Senior Discharge Date	means the date on which all Senior Debt has been fully and irrevocably paid or discharged (or otherwise fully cash collateralised to the satisfaction of the Bank (acting reasonably)), whether or not as the result of an enforcement of security, and the Bank has no commitment to advance monies or make other facilities available under the Finance Documents
Series A Loan Note Documents	shall have the meaning given to that term in the Facility Agreement

Series A Noteholders	<p>means</p> <p>(a) the Series A Security Trustee</p> <p>(b) the companies and entities whose names are set out in part 1 of schedule 1 of the Instrument of Alteration, and</p> <p>(c) any other person to whom any of the Series A Noteholder Debt or the Series A Security Documents is assigned or transferred and who accedes to the provisions of the Instrument of Alteration in accordance with clause 26 of the Instrument of Alteration,</p> <p>each a "Series A Noteholder"</p>
Series A Noteholder Debt	<p>means the aggregate amount from time to time outstanding of all monies, obligations and liabilities, whether actual or contingent, due, owing or incurred by any Group Company to any Series A Noteholder under the terms of any of the Series A Loan Note Documents (including, without limitation, any amount owing to any Series A Noteholder by any Obligor following the bringing of proceedings by any Series A Noteholder (or any agent or trustee on its behalf) against such Obligor for any breach by such Obligor of any term of any of the Series A Loan Note Documents)</p>
Series A Security Trustee	<p>means Inflexion Private Equity Partners LLP, a limited liability partnership registered in England (with registered number OC316601) and having its registered office at 43 Welbeck Street, London W1G 8DX</p>
Series B Loan Note Documents	<p>shall have the meaning given to that term in the Facility Agreement</p>
Series B Noteholders	<p>means</p> <p>(a) the Series B Security Trustee,</p> <p>(b) the companies and entities whose names are set out in part 2 of schedule 1 of the Instrument of Alteration, and</p> <p>(c) any other person to whom any of the Series B Noteholder Debt or the Series B Security Documents is assigned or transferred and who accedes to the</p>

	<p>provisions of the Instrument of Alteration in accordance with clause 26 of the Instrument of Alteration,</p> <p>each a "Series B Noteholder"</p>
Series B Noteholder Debt	<p>means the aggregate amount from time to time outstanding of all monies, obligations and liabilities, whether actual or contingent, due, owing or incurred by any Group Company to any Series B Noteholder under the terms of any of the Series B Loan Note Documents (including, without limitation, any amount owing to any Series B Noteholder by any Obligor following the bringing of proceedings by any Series B Noteholder (or any agent or trustee on its behalf) against such Obligor for any breach by such Obligor of any term of any of the Series B Loan Note Documents)</p>
Series C Security Trustee	<p>means Jane Mercer of 2 Corner Brook, Lostock, Bolton, Lancashire BL6 4GX</p>
Series C Loan Note Documents	<p>Shall have the meaning given to that term in the Facility Agreement</p>
Series C Noteholder	<p>means</p> <p>(a) the Series C Security Trustee,</p> <p>(b) the companies and entities whose names are set out in part 3 of schedule 1 of the Instrument of Alteration, and</p> <p>(c) any other person to whom any of the Series C Noteholder Debt or the Series C Security Documents is assigned or transferred and who accedes to the provisions of the Instrument of Alteration in accordance with clause 26 of the Instrument of Alteration,</p> <p>each a "Series C Noteholder"</p>
Series C Noteholder Debt	<p>means the aggregate amount from time to time outstanding of all monies, obligations and liabilities, whether actual or contingent, due, owing or incurred by any Group Company to any Series C Noteholder under the terms of any of the Series B Loan Note Documents (including, without limitation, any amount owing to any Series B Noteholder by</p>

	any Obligor following the bringing of proceedings by any Series B Noteholder (or any agent or trustee on its behalf) against such Obligor for any breach by such Obligor of any term of any of the Series B Loan Note Documents)
Subordinated Security Documents	<p>means</p> <p>(a) the Series A Security Documents</p> <p>(b) the Series B Security Documents</p> <p>(c) the Series C Security Documents</p> <p>as such terms shall have the meaning given to them in the Facility Agreement</p>

Part Two

- 1 HSBC Bank plc, 3rd floor, 100 King Street, Manchester, M60 2HD
- 2 Inflexion General Partner Limited, 50 Lothian Road, Festival Square, Edinburgh EH3 9WJ
- 3 Inflexion G P Limited, 43 Welbeck Street London W1G 8DX
- 4 Inflexion Private Equity Partners LLP
- 5 Richard Beaton, Prestbury Hall, The Village, Prestbury, Sk10 4BN
- 6 British Smaller Technology Companies VCT PLC, Knowle House, 4 Norfolk Park Road, Sheffield, S2 3QE
- 7 British Smaller Technology Companies VCT 2PLC, Saint Martins House 210 212 Chapeltown Road, Leeds West Yorkshire LS 7 4HZ
- 8 The Northwest Business Investment Scheme
- 9 Stuart Bell, 3 Church Terrace, St James Road, Four Oak, Sutton Coldfield, B75 5EB
- 10 Elliot Herdman, 12 Ashley Hall Gardens, Linlithgow, West Lothian EH49 7DN
- 11 John Marchant, Newlands, 15 Deanethorpe Village, Northants, NN17 3EP
- 12 Stuart McKay, Farcroft, Skelton-on Ure, Nr Ripon, North Yorkshire, HG4 5AG
- 13 Wendy McMurray, 71 Ratho Drive, Cumbernauld, G68 0GA
- 14 Jane Mercer, 2 Corner Brook, Lostock, Bolton, Lancashire BL6 4GX
- 15 Wesley Simmons, Shawfield Farm Cottage, Shawfield Lane, Norden, Rochdale OL12 6BP
- 16 Jane Sutherland, 12 Pembroke Close, Horwich, Bolton, Lancashire, BL6 7TB
- 17 Ray Travis, 2 School Terrace, High Street, Golbourne, Warrington, WA3 3BE
- 18 Halco 1390 Limited, St James' Court, Brown Street, Manchester, Greater Manchester M2 2JF
- 19 Halco 1389 Limited, St James' Court, Brown Street, Manchester, Greater Manchester, M2 2JF
- 20 Construction Information Technologies Limited, Freetrade Exchange, 37 Peter Street, Manchester, Lancashire M2 5GB
- 21 Evision Limited, Unit 14, Oakbank Park, Livingston EH53 0TH
- 22 Intuita Limited, Freetrade Exchange, 37 Peter Street, Manchester, Lancashire M2 5GB

- 23 Sitestream Software Limited, St Stephens House, Dogflud Way, Farnham, Surrey GU9 7UT
- 24 Tekton Group Limited, FreeTrade Exchange, 37 Peter Street, Manchester, Lancashire M2 5GB

Part Three

By Clause 14 of the Instrument of Alteration

- a) All existing and future security conferred by the Security Documents and Subordinated Security Documents will for all purposes and at all times
 - i) rank as security for the Senior Debt in priority to the security for the Noteholder Debt, regardless of the order of registration, notice, execution or otherwise, and
 - ii) secure all the Senior Debt in priority to the Noteholder Debt, regardless of
 - (A) the date upon which the Senior Debt arises,
 - (B) whether the Bank is obliged to advance monies included within the definition of Senior Debt, and
 - (C) any fluctuations in the amount of Senior Debt outstanding, or any intermediate discharge of the Senior Debt in whole or in part
- b) The security constituted by the Security Documents shall secure the Hedging Liabilities and remaining Senior Debt on a pari passu basis
- c) All existing and future security conferred by the Subordinated Security Documents will for all purposes and at all times
 - i) rank as security for the Series A Noteholder Debt in priority to the security for the Series B Noteholder Debt and the Series C Noteholder Debt, regardless of
 - (A) the date upon which the Series A Noteholder Debt arises,
 - (B) whether any Series A Noteholder is obliged to advance monies included within the definition of Series A Noteholder Debt, and
 - (C) any fluctuations in the amount of the Series A Noteholder Debt outstanding, or any intermediate discharge of the Series A Noteholder Debt in whole or in part
- d) All existing and future security conferred by the Series B Security Documents and the Series C Security Documents will for all purposes and at all times rank as security for the Series B Noteholder Debt and the Series C Noteholder Debt on a pro rata basis, regardless of
 - i) the order of registration, notice, execution or otherwise,

- ii) the date upon which the Series B Noteholder Debt and the Series C Noteholder Debt arises,
 - iii) whether any Series B Noteholder or Series C Noteholder is obliged to advance monies included within the definition of Series B Noteholder Debt and the Series C Noteholder Debt, and
 - iv) any fluctuations in the amount of the Series B Noteholder Debt and the Series C Noteholder Debt outstanding, or any intermediate discharge of the Series B Noteholder Debt and the Series C Noteholder Debt in whole or in part
- e) The Noteholders agree that, until the Senior Discharge Date, all documents of title to the property and assets charged to the Series A Security Trustee, the Series B Security Trustee and/or, as the case may be, the Series C Security Trustee, shall be held by the Bank and the Bank agrees to deliver all such documents to the Series A Security Trustee, or other person entitled to them, following the Senior Discharge Date
- f) Each of the Noteholders agrees and acknowledges that none of the Obligors shall be deemed to be in default under any of the provisions of the Subordinated Security Documents to the extent that any such Obligor is at such time in compliance with the corresponding or similar provisions of the Security Documents
- g) Subject to the provisions of the Instrument of Alteration, the Security Documents and the Subordinated Security Documents shall rank as continuing securities for the payment and discharge of all the liabilities and obligations the payment and/or discharge of which are thereby secured and shall not be affected by any fluctuation in the monies, obligations and liabilities from time to time due, owing or incurred to the Bank or the Noteholders (or any of them) or by the existence at any time of a credit balance on any current or other account of the Bank or any Noteholder
- h) Each of the Bank and the Noteholders will co operate with the others, following a request to do so, in order to ensure that the provisions of the Instrument of Alteration relating to the priority of the security conferred by the Security Documents and the Subordinated Security Documents are reflected in any register or with any filing or registration authority

FILE COPY



CERTIFICATE OF THE REGISTRATION OF AN ALTERATION TO A FLOATING CHARGE

Company number 211263

I hereby certify that particulars of an instrument of alteration dated
22 DECEMBER 2006

were delivered pursuant to section 410 of the Companies Act, 1985,
on 10 JANUARY 2007.

The instrument relates to a charge created on 22 DECEMBER 2006

by EVISION LIMITED

in favour of JANE MERCER

for securing

ALL SUMS DUE UNDER OR PURSUANT TO CLAUSE 2 OF THE DEBENTURE
BEING ALL SUMS DUE IN CONNECTION WITH THE LOAN NOTE
INSTRUMENT, THE LOAN NOTES AND THE DEBENTURE

Given at Companies House, Edinburgh
12 JANUARY 2007



C O M P A N I E S H O U S E

