

MG01

Particulars of a mortgage or charge



27/11/2011

A fee is payable with this form.

We will not accept this form unless you send the correct fee
Please see 'How to pay' on the last page



What this form is for

You may use this form to register
particulars of a mortgage or charge
in England and Wales or Northern
Ireland



What this form is NOT for

You cannot use this form to reg
particulars of a charge for a Sci
company To do this, please us
form MG01s

FRIDAY



AWNQ0YK1

A20

21/10/2011

126

COMPANIES HOUSE

1

Company details

Company number

0 1 5 4 0 1 8 0

Company name in full

TIS Software Limited (the "Chargor")

8

For official use

→ Filling in this form

Please complete in typescript or in
bold black capitals

All fields are mandatory unless
specified or indicated by *

2

Date of creation of charge

Date of creation

d1 d4 m1 m0 y2 y0 y1 y1

3

Description

Please give a description of the instrument (if any) creating or evidencing the
charge, e.g. 'Trust Deed', 'Debenture', 'Mortgage', or 'Legal charge'

Description

Deed of accession to a debenture dated 16 March 2010 (the "Deed of
Accession")

4

Amount secured

Please give us details of the amount secured by the mortgage or charge

Amount secured

As specified in the continuation page to this form

Continuation page

Please use a continuation page if
you need to enter more details

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5 Mortgagee(s) or person(s) entitled to the charge (if any)

Please give the name and address of the mortgagee(s) or person(s) entitled to the charge

Continuation page
Please use a continuation page if you need to enter more details

Name NVM Private Equity Limited

Address Nothumberland House, Princess Square, Newcastle

Upon Tyne

Postcode N E 1 8 E R

Name

Address

Postcode

6 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Continuation page
Please use a continuation page if you need to enter more details

Short particulars

As specified in the continuation page to this form

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7 Particulars as to commission, allowance or discount (if any)

Please insert the amount or rate percent of any commission, allowance or discount paid or made either directly or indirectly by the company to any person on consideration of his

- subscribing or agreeing to subscribe, whether absolutely or conditionally, or
- procuring or agreeing to procure subscriptions, whether absolute or conditional,

for any debentures included in this return. The rate of interest payable under the terms of the debentures should not be entered

Commission, allowance or discount

nil

8 Delivery of instrument

You must deliver the original instrument (if any) creating or evidencing the charge and these prescribed particulars to the Registrar of Companies within 21 days after the date of creation of the charge (section 860). If the property is situated and the charge was created outside the United Kingdom (UK), you must deliver the information to the Registrar within 21 days after the date on which the instrument could have been received in the UK in the normal course of post and assuming you had posted it promptly (section 870).

We will accept a verified copy of the instrument creating the charge where the property charged is situated and the charge was created outside the UK (section 866). The company or the person who has delivered the copy to the Registrar must verify it to be a correct copy and sign it. Where a body corporate gives the verification, an officer of that body must sign it. We will also accept a verified copy where section 867(2) applies (property situated in another part of UK).

9 Signature

Please sign the form here

Signature

Signature

X Everthorpe LLP

X

This form must be signed by a person with an interest in the registration of the charge

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Presenter information

You do not have to give any contact information, but if you do it will help Companies House if there is a query on the form and will establish where we return the original documents. The contact information you give will be visible to searchers of the public record.

Contact name Paul Castle

Company name Eversheds LLP

Address Bridgewater Place, Water Lane

Post town Leeds

County/Region

Postcode L S 1 1 5 D R

Country

DX DX 12027 Leeds - 27

Telephone 0845 497 9797



Certificate

We will send your certificate to the presenter's address if given above or to the Company's Registered Office if you have left the presenter's information blank.



Checklist

We may return forms completed incorrectly or with information missing

Please make sure you have remembered the following:

- ☐ The company name and number match the information held on the public Register
- ☐ You have included the original deed with this form
- ☐ You have entered the date the charge was created
- ☐ You have supplied the description of the instrument
- ☐ You have given details of the amount secured by the mortgagee or chargee
- ☐ You have given details of the mortgagee(s) or person(s) entitled to the charge
- ☐ You have entered the short particulars of all the property mortgaged or charged
- ☐ You have signed the form
- ☐ You have enclosed the correct fee



Important information

Please note that all information on this form will appear on the public record.



How to pay

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

Make cheques or postal orders payable to 'Companies House'



Where to send

You may return this form to any Companies House address, however for expediency we advise you to return it to the appropriate address below:

For companies registered in England and Wales:

The Registrar of Companies, Companies House,
Crown Way, Cardiff, Wales, CF14 3UZ
DX 33050 Cardiff

For companies registered in Scotland:

The Registrar of Companies, Companies House,
Fourth floor, Edinburgh Quay 2,
139 Fountainbridge, Edinburgh, Scotland, EH3 9FF
DX ED235 Edinburgh 1
or LP - 4 Edinburgh 2 (Legal Post)

For companies registered in Northern Ireland:

The Registrar of Companies, Companies House,
Second Floor, The Linenhall, 32-38 Linenhall Street,
Belfast, Northern Ireland, BT2 8BG
DX 481 N R Belfast 1



Further information

For further information, please see the guidance notes on the website at www.companieshouse.gov.uk or email enquiries@companieshouse.gov.uk

This form is available in an alternative format. Please visit the forms page on the website at www.companieshouse.gov.uk

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Amount secured

Please give us details of the amount secured by the mortgage or charge

Short particulars

The amount secured by the Debenture is all present and future obligations and liabilities (whether actual or contingent and whether owed jointly or severally or in any other capacity whatsoever) of the Chargor and each grantor of Security to the Secured Parties (or any of them) under each or any of the A Loan Note Documents together with all costs, charges and expenses incurred by any Secured Party in connection with the protection, preservation or enforcement of its respective rights under the A Loan Note Documents or any other document evidencing or securing any such liabilities (the "**Secured Obligations**") PROVIDED THAT Secured Obligations shall not include any obligation or liability to the extent that if it were so included the Debenture (or any part of it) would give rise to financial assistance within the meaning of section 677(1) of the Companies Act unless such financial assistance is not prohibited by virtue of the provisions of sections 678, 679, 681 and 682 of the Companies Act.

All capitalised terms used in this form are defined in the Appendix to this form.

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Please give us the short particulars of the property mortgaged or charged

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Fixed Charges

- 1 The Chargor, as a continuing security for the payment, discharge and performance of the Secured Obligations, charged in favour of the Security Trustee the following assets:
 - 1 1 by way of first legal mortgage, all its Property (if any) identified in Schedule 4 (Details of Property) to the Debenture (as described in Schedule 3 to part 6 of this form);
 - 1 2 by way of first fixed charge:
 - (a) all the Property from time to time owned by it (but excluding any Property which is subject to a valid legal mortgage under clause 3.1.1 of the Debenture (as described at paragraph 1 1 above));
 - (b) any other rights, title or interest of the Chargor in Property, wherever situated, and
 - (c) all Associated Rights in relation to its Property.
 - 1 3 by way of first fixed charge
 - (a) the Designated Chattels (if any) (but not including any of the assets which are subject to a valid legal mortgage or valid fixed charge under clauses 3.1.1 or 3.1.2 of the Debenture (as described at paragraphs 1 1 and 1.2 above)), and
 - (b) all Associated Rights in relation to such Designated Chattels
 - 1.4 by way of first fixed charge.
 - (a) all plant, machinery, vehicles and computer equipment at the date of the Debenture or in the future owned by the Chargor (but not including any such asset which is subject to a valid legal mortgage or valid fixed charge under clauses 3 1 1, 3 1 2 or 3 1 3 of the Debenture (as described at paragraphs 1 1, 1 2 and 1 3 above) nor any chattel for the time being forming part of the Chargor's stock-in-trade or work in progress),
 - (b) the Chargor's rights, title or interest in any chattel at the date of the Debenture or in the future in its possession which is not owned by it, but which had it been so owned would have been validly charged by paragraph (a) of clause 3 1 4 of the Debenture (as described at sub-paragraph (a) above of this paragraph 1 4), and

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(c) the benefit of all Associated Rights relating to any chattel validly charged by clause 3 1 4 of the Debenture (as described in this paragraph 1.4).

1.5 by way of first fixed charge:

(a) the Shares (if any) listed in respect of the Chargor in Schedule 5 (*Shares*) of the Debenture (as described in Schedule 4 to part 6 of this form), and

(b) the Distribution Rights (if any) from time to time accruing to or on such Shares

1 6 by way of first fixed charge

(a) all Investments (but not including Shares which are subject to a valid fixed charge under clause 3 1 5 of the Debenture (as described at paragraph 1 5 above)); and

(b) all Distribution Rights from time to time accruing to or on such Investments.

1 7 to the extent that the Insurances and/or the Insurance Proceeds are incapable for any reason of being effectively assigned pursuant to clause 3 2 3 of the Debenture (as described at paragraph 3 3 below) but are capable of being effectively charged, by way of first fixed charge, the Insurances owned by or written in favour of the Chargor and all Insurance Proceeds either at the date of the Debenture or in the future held by or payable to the Chargor or in which the Chargor otherwise has an interest (to the extent of such interest);

1.8 by way of first fixed charge:

(a) all present and future book and other debts, revenues and monetary claims of or owing to the Chargor; and

(b) all rights and claims of whatever nature of the Chargor at the date of the Debenture, or which may at any time be, held or enjoyed by it against third parties and against any securities and guarantees in respect of such debts, revenues or claims.

1.9 by way of first fixed charge, all of the Specified Bank Balances in respect of the Chargor,

1 10 by way of first fixed charge, all of its Bank Balances (but not including any Specified Bank Balances which are subject to a valid fixed charge under clause 3 1 9 of the Debenture (as described at paragraph 1.9 above));

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- 1.11 to the extent that such Intellectual Property is incapable for any reason of being effectively assigned pursuant to clause 3.2 4 of the Debenture (as described at paragraph 3 4 below), by way of first fixed charge, all Intellectual Property (if any) owned by the Chargor or in which the Chargor has an interest (to the extent of such interest);
- 1.12 to the extent that such Authorisations and Derivative Payments are incapable for any reason of being effectively assigned pursuant to clauses 3.2.1 or 3 2 5 respectively of the Debenture (as described at paragraphs 3 1 and 3 5 below) but are capable of being effectively charged, by way of first fixed charge
- (a) the benefit of all Authorisations held or utilised by the Chargor in connection with its business or the use of any of its assets, and
- (b) the right to recover and receive all Derivative Payments which may at any time become payable to the Chargor in respect of such Authorisations,
- 1 13 to the extent that they do not fall within any other provision of clause 3.1 of the Debenture (as described in this paragraph 1) and are not effectively assigned under Clause 3 2 2 of the Debenture (as described in paragraph 3 2 below), by way of first fixed charge all of its rights under each agreement or document to which such Chargor is a party,
- 1.14 by way of first fixed charge, all the goodwill and uncalled capital of the Chargor, and
- 1.15 by way of first fixed charge, the benefit of all Associated Rights relating to any of the assets of the Chargor, in each case to the extent that such Associated Rights are capable of being made the subject of a fixed charge and are not otherwise the subject of any valid fixed charge pursuant to the Debenture

Excluded Property

2. The Deed provides that, notwithstanding clause 3 1 (charges) of the Debenture, the Security Trustee acknowledges that the Excluded Property is subject to a lease containing provisions prohibiting or restricting the ability of the Chargor to charge such leasehold property. The Chargor shall use its reasonable endeavours to obtain consent to the grant of security over the Excluded Property under the Deed (the "**Landlord's Consent**"). The Chargor is not required to create a charge or mortgage over, or an assignment in respect of, the Excluded Property until it has obtained the relevant Landlord's Consent. The Chargor must notify the Security Trustee as soon as

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2 1 It has obtained the Landlord's Consent; or

2.2 A request for the Landlord's Consent has been denied

Assignment by way of Security

3 As further continuing security for the payment of the Secured Obligations, the Chargor assigned absolutely to the Security Trustee all (if any) its right, title and interest in and to the following assets.

3 1 all Authorisations held or utilised by the Chargor in connection with its business or the use of any of its assets and the benefit of any Derivative Payment in respect of such Authorisations,

3.2 the Charged Contracts and the benefit of any Derivative Payment in respect of the Charged Contracts,

3.3 the Insurances and the benefit of all Insurance Proceeds of the Chargor,

3.4 the Intellectual Property (if any) owned by the Chargor or in which the Chargor has an interest (to the extent of such interest), together with the benefit of any Derivative Payments in respect of such Intellectual Property, but in the case of any such assignment of Intellectual Property the Security Trustee shall grant to the Chargor a licence to use such Intellectual Property in the ordinary course of its business and for so long as no Event of Default exists and is continuing upon such terms as may reasonably be specified by the Security Trustee; and

3 5 any Associated Rights or Derivative Payment which are not the subject of a valid fixed charge pursuant to clause 3 1 (*Fixed charges*) of the Debenture (as described at paragraph 1 above) or valid assignment pursuant to clauses 3 2 1 to 3 2 4 of the Debenture (as described at paragraphs 2.1 to 2 4 above) and which relate to any of the assets of the Chargor, whether or not such assets are subject to a valid legal mortgage, fixed charge or assignment pursuant to the Debenture

Floating Charge

4. As further continuing security for the payment, discharge and performance to the Security Trustee of the Secured Obligations, the Chargor charged in favour of the Security Trustee, by way of first floating charge, all its assets and undertaking, wherever located, both present and future.

Conversion into fixed charge

4.1 By virtue of clause 3.6 of the Debenture, the Security Trustee may, at any time, by notice in writing to the Chargor, convert any floating charge

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created by the Debenture into a fixed charge as regards such assets as it shall specify in the relevant notice if:

4.1.1 an Event of Default has occurred which is continuing, or

4.1.2 the Security Trustee is of the view that (a) such assets are in danger of being seized, (b) any legal process or execution is being enforced against such assets, (c) such assets are otherwise in jeopardy, or (d) steps have been taken which would, in the reasonable opinion of the Security Trustee, be likely to lead to the appointment of an administrator or administrative receiver in relation to the Chargor (or such administrator or administrative receiver has been appointed) or to the winding-up of the Chargor

4.2 By way of further assurance, the Chargor shall, promptly following service of such notice upon it, execute a fixed charge over such assets in such form as the Security Trustee shall require

Automatic Crystallisation

4.3 In addition to any circumstances in which any floating charge created under the Debenture will crystallise automatically under the general law, and without prejudice to the operation of clause 3.6 (*Conversion of floating charge*) of the Debenture (as described at paragraph 3.1 above):

4.3.1 if the Chargor creates (or purports to create) any Security on or over any of the Floating Charge Assets (other than Permitted Security) without the prior written consent of the Security Trustee, or

4.3.2 if the Chargor convenes any meeting of its members to consider a resolution in relation to its winding up, or if a liquidator, administrative receiver, receiver, administrator or another similar officer is appointed in respect of the Chargor or any of its assets,

then and in any such event, such floating charge shall, without any notice being given under clause 3.6 (*Conversion of floating charge*) of the Debenture (as described at paragraph 3.1 above) and immediately upon such event occurring, be converted into a fixed charge over all the assets which immediately prior to such conversion comprised the Floating Charge Assets.

General

5 The provisions of the Debenture will apply at all times (a) regardless of the date on which any of the Secured Obligations was incurred and (b) in respect of the full amount of the Secured Obligations at the relevant time

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even if, at some other time, the amount of the Secured Obligations has been less than the amount at the relevant time or there has been no part of the Secured Obligations outstanding

6 All the Security created by the Debenture by the Chargor is made with full title guarantee in accordance with the Law of Property (Miscellaneous Provisions) Act 1994

7 Clauses 3.1.2 to 3.1.15 of the Debenture (as described at paragraphs 1.2 to 1.15 above) inclusive shall be read and construed as if each asset described, and each asset comprised within any category of asset described, in each such clause were expressed, separately and specifically, to have been made subject to a first fixed charge; and the validity and effectiveness of each such fixed charge will not be prejudiced by any other such first fixed charge being found not to be fully valid or effective as such

8 The fact that no, or incomplete, details of any particular Secured Assets are included or inserted in any relevant Schedule to the Debenture (as described in the Schedules attached to part 6 of this form) shall not affect the validity or enforceability of the charges created by the Debenture

Control of monies received

9 The Chargor will collect (as agent for the Security Trustee) all Charged Debts and pay into such specially designated account with the Security Trustee or such other account with such other bank as the Security Trustee may from time to time direct all money which it shall receive in respect of such Charged Debts immediately upon receipt and pending such payment it will hold all such money upon trust for the Security Trustee.

10. The Chargor will not, without the prior written consent of the Security Trustee, charge, factor, discount or assign any of the Charged Debts in favour of any other person or purport to do so

Restrictions applicable to Charged Contracts

11. The Chargor will perform all its obligations under the Charged Contracts in a diligent and timely manner, not make or agree to make any amendments or modifications to the Charged Contracts, nor waive any of its rights under the Charged Contracts, nor exercise any right to terminate any of the Charged Contracts, except, in any case, with the prior written consent of the Security Trustee and will promptly inform the Security Trustee of any material disputes relating to the Charged Contracts.

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Restrictions on charges and disposals (Negative Pledge)

- 12 During the Security Period, the Chargor shall not create, extend, or permit to subsist, any Security over any of the Secured Assets, nor may it
- (a) execute, or agree to grant, vary, or accept any surrender of, any conveyance, transfer, lease, or assignment, or any other right of occupation or use, of the Secured Assets,
 - (b) create any legal or equitable estate, or other interest, in, over, or relating to, the Secured Assets,
 - (c) sell, transfer or otherwise dispose of any of its receivables on recourse terms,
 - (d) enter into any arrangement under which money, debts or the benefit of a bank or other account may be applied, set off or made subject to a combination of accounts, or,
 - (e) enter into any other preferential arrangements with any person, having a similar effect to any of the arrangements or transactions previously described in clause 5.1 of the Debenture (as described in this paragraph 11), in any case in circumstances where the arrangement or transaction is entered into primarily as a method of borrowing monies or otherwise raising indebtedness (whether actual or contingent and whatever the nature, structure or characteristic of the arrangement or transaction under which the relevant liability arises) or of financing the acquisition of an asset.
- 13 Clause 5 1 of the Debenture (as described in paragraph 11 above) does not apply to (a) the Security created or required to be created pursuant to the Debenture, nor (b) the Permitted Security, nor (c) any Security, arrangement or transaction to which the Security Trustee has given its written consent
14. Clause 5 1.2 of the Debenture (as described in paragraph 11 above) does not apply to Floating Charge Assets, which are not also Fixed Charge Assets, and which are being dealt with at arms length in the ordinary course of business

Definitions

- 15 All Capitalised terms used in this form are defined in the main body of the form itself and the Appendix

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Schedule 1 Specified Bank Balances

The Debenture does not specify any Specified Bank Balances relating to the Chargor

Schedule 2 Charged Contracts

The Debenture does not specify any Charged Contracts relating to the Chargor

Schedule 3 Details of Property

The Debenture does not specify any Property relating to the Chargor

Schedule 4 Shares

The Debenture does not specify any Shares relating to the Chargor

Schedule 5 to Designated Chattels

The Debenture does not specify any Designated Chattels relating to the Chargor

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APPENDIX

DEFINITIONS AND CONSTRUCTION

Definitions

In this form and its Appendices the following definitions apply

"A Loan Note Documents" means together the A Loan Note Instrument, the A Loan Notes, the Debenture, the Deed of Accession, the Guarantee and any other deed, document or agreement as have been or are to be entered into in connection with or pursuant to the A Loan Note Instrument or which have been designated as an A Loan Note Document by the Parent and the Security Trustee.

"A Loan Note Instrument" means the deed dated 16 March 2010 constituting the £6,313,327.70 secured variable rate A loan notes 2015

"A Loan Noteholders" means the holders of the A Loan Notes from time to time

"A Loan Notes" means the loan notes issued by the Parent pursuant to the A Loan Note Instrument

"Associated Rights" means, in relation to any asset, all proceeds of sale of such asset, all rights, powers, benefits, covenants, warranties, guarantees or Security given or implied in respect of such asset, all rights under any agreement for sale, agreement for lease or licence of or in respect of such asset, and any monies and proceeds paid or payable in respect of such asset

"Authorisation" means an authorisation, consent, approval, resolution, licence, exemption, filing, notarisation or registration.

"Bank Balances" means all monies (including interest) from time to time standing to the credit of any and all present or future accounts which the Chargor has, or has an interest in, with any bank, financial institution, or other person (including the Specified Bank Balances and any other cash cover or suspense account established pursuant to any of the A Loan Note Documents) and all indebtedness represented by any such accounts

"Charged Contracts" means, in relation to the Chargor, those contracts (if any) brief particulars of which are set out in Schedule 3 (*Charged Contracts*) of the Debenture (as described in Schedule 2 to part 6 of this form) in respect of the Chargor.

"Charged Debts" means all book and other debts and all other rights and claims charged to the Security Trustee pursuant to clause 3.1.8 of the Debenture (as described at paragraph 1.8 of part 6 of this form).

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"Chargor" has the meaning given to it in part 1 of this form.

"Companies Act" means the Companies Act 2006

"Debenture" means together the debenture entered into by the Parent and the Security Trustee on 16 March 2010 and the Deed of Accession

"Deed of Accession" has the meaning given to it in part 3 of this form

"Further Deed of Accession" means a deed substantially in the form set out in Schedule 9 (*Form of Deed of Accession*) to the Debenture subject to such variations as the Security Trustee shall agree.

"Delegate" means any delegate, agent, attorney or trustee appointed by the Security Trustee.

"Derivative Payment" means, in relation to an asset, any damages, compensation, remuneration, profit, bonus, royalties, fee, rent, income or other benefit which the Parent may derive from or be awarded or entitled to in respect of such asset

"Designated Chattels" means the plant, machinery, equipment, vehicles, and other chattels (if any) listed in respect of the Chargor in Schedule 6 (*Designated Chattels*) to the Debenture (as described at Schedule 5 to part 6 of this form) and shall include any additions, modifications and/or equipment ancillary to any such plant, machinery, equipment, vehicles or other chattels

"Discharge Date" means the date with effect from which the Security Trustee confirms to the Parent that all the Secured Obligations have been unconditionally and irrevocably paid and discharged in full and all relevant commitments of the Secured Parties cancelled.

"Distribution Rights" means all Dividends, all shares or other property derived from any relevant Investment (whether by way of conversion, consolidation, subdivision, substitution, redemption, bonus, preference, option or otherwise) and all other allotments, accretions, rights, benefits and advantages of all kinds accruing, offered or otherwise derived from or incidental to any relevant Investment.

"Dividends" means all dividends, distributions, interest and other income paid or payable on or derived from any relevant Investment

"Event of Default" has the meaning given to it in clause 5 (Events of Default) of the A Loan Note Instrument.

"Excluded Property" means all that leasehold property known as Remenham House, Marlow Road, Bourne End, Buckinghamshire, SL8 5TD as registered at HM Land Registry with title number BM237409

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"Fixed Charge Assets" means, at any time, all of the Secured Assets which are at that time the subject of any valid and effective fixed Security pursuant to clause 3 1 (*Fixed charges*) of the Debenture (as described at paragraph 1 of part 6 of this form) or clause 3 2 (*Assignments by way of Security*) (as described at paragraph 2 of part 6 of this form)

"Floating Charge Assets" means, at any time, all of the Secured Assets which are at that time the subject of any floating charge created by the Debenture.

"Group" means the Parent and each of its Subsidiaries for the time being

"Guarantee" means the guarantee dated 14 October 2011 in relation to the A Loan Notes between the Chargor, the Parent and TIS Software Holdings Limited in favour of the Secured Parties and the Security Trustee

"Insurance Proceeds" means the proceeds of any insurance claim received by the Chargor (after deduction of (a) any reasonable expenses incurred in relation to the relevant claim and payable by the Chargor to any person which is not a member of the Group and (b) amounts paid to meet third party claims) together with the benefit of all bonuses, profits, returns of premium and other benefits of whatever nature arising by virtue of the Chargor's ownership of any Insurances and all interest in any of the foregoing.

"Insurances" means all contracts or policies of insurance of whatever nature which from time to time are taken out or maintained by or on behalf of the Chargor or (to the extent of its relevant interest) in which the Chargor has an interest

"Intellectual Property" means (a) all rights in confidential information, copyright and like rights, database rights, design rights, rights in design, knowhow, rights in inventions, patents, service marks, trade marks and all other intellectual property rights and interests, whether registered (or the subject of an application for registration) or un-registered, owned by the Chargor or in which the Chargor has an interest from time to time and (b) the benefit of the Chargor's applications and rights to use such assets, in each case, throughout the world at the date of the Debenture and in the future

"Intercreditor Agreement" means the intercreditor agreement entered into on 24 March 2010 between (amongst others) HSBC Bank plc, the Parent, NVM Private Equity Limited, Northern Investors Company PLC, Northern Venture Trust PLC, Northern 2 VCT PLC, Northern 3 VCT PLC, Northern AIM VCT PLC and NVM Nominees Limited, as acceded to by the Chargor pursuant to a deed of accession dated 14 October 2011.

"Investment" means, in respect of the Chargor, any negotiable instrument, certificate of deposit, debenture, share (including, save where the context otherwise requires, any of the Shares) or other investment (as specified for the purposes of section 22 of the Financial Services and Markets Act 2000 as at the date of the

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Debenture) at the date of the Debenture or in the future owned by the Chargor, in each case whether held directly by, or to the order of, the Chargor or by any trustee, nominee, fiduciary or clearance system on behalf of the Chargor, and also including any rights in respect of such Investment against any such trustee, nominee, fiduciary or clearing system.

"Parent" means Kerridge Commercial Systems Limited, a company registered in England and Wales with company number 07090521

"Permitted Security" means any Security granted by the Chargor in favour of the Security Trustee, NVM Private Equity Limited (as security trustee for certain B loan notes which the Chargor has issued on or about the date of the Debenture) or HSBC Bank plc (or any of its assignees or transferees provided that such assignee or transferee accedes to the Intercreditor Agreement).

"Property" means the Real Property from time to time owned by the Chargor or in which the Chargor has any other right, title, or interest. Any reference to **"Property"** also includes a reference to each separate part or parts of such Real Property.

"Real Property" means (a) any freehold, leasehold or immovable property, wherever situated, and (b) any buildings, fixtures, fittings, fixed plant or machinery from time to time situated on or forming part of that freehold, leasehold or immovable property

"Receiver" means any one or more receivers and managers or (if the Security Trustee so specifies in the relevant appointment) receivers appointed by the Security Trustee pursuant to the Debenture in respect of the Chargor or in respect of the Secured Assets of the Chargor.

"Secured Assets" means the assets the subject of any Security created by the Debenture

"Secured Parties" means together the A Loan Noteholders, the Security Trustee, and any Receiver or Delegate and **"Secured Party"** means any of the Secured Parties.

"Security" means any assignment by way of security, mortgage, charge, pledge, lien or other security interest securing any obligation of any person and any other agreement or arrangement having a similar effect.

"Security Documents" means the Debenture and each Further Deed of Accession, together with any other agreement, instrument, deed or document entered into by the Chargor creating or expressed to create any Security over all or any part of its assets in respect of the Secured Obligations

"Secured Obligations" has the meaning given to it in part 4 to this form

MG01 - continuation page

Particulars of a mortgage or charge

6

Short particulars of all the property mortgaged or charged

Please give us the short particulars of the property mortgaged or charged

Short particulars

"Security Period" means the period beginning on the date of the Debenture and ending on the Discharge Date

"Security Trustee" means NVM Private Equity Limited (company number 02201762) of Northumberland House, Princess Square, Newcastle Upon Tyne, NE1 8ER acting in its capacity as trustee for the Secured Parties (including itself) in relation to the Security Documents for the purpose of and in accordance with the terms of the A Loan Note Documents, or such other or additional trustee or trustees as may from time to time be appointed in that capacity pursuant to the A Loan Note Documents.

"Shares" means (in relation to the Chargor) all shares (if any) specified in Schedule 5 (*Shares*) to the Debenture in respect of the Chargor (as described in Schedule 4 to part 6 of this form) and also all other stocks, shares, debentures, bonds, warrants, coupons or other securities at the date of the Debenture or in the future owned by the Chargor from time to time, or any in which it has an interest

"Specified Bank Balances" means all monies (including interest) from time to time standing to the credit of the accounts specified in Schedule 2 (*Bank accounts*) to the Debenture in respect of the Chargor (as described in Schedule 1 to part 6 of this form), as such accounts may be re-designated and/or re-numbered from time to time, and all indebtedness represented by any such account

"Subsidiary" means a subsidiary within the meaning of section 1159 of the Companies Act.

Construction

In this form and its Appendices the following applies:

1. **"assets"** includes present and future properties, revenues, rights and interests of every kind and reference to an **"asset"** includes any part or parts of such asset;
2. the **"Chargor"**, the **"Security Trustee"**, **"Party"** or any of the **"Secured Parties"** shall be construed so as to include its successors in title, permitted assigns and permitted transferees,
3. where something (or a list of things) is introduced by the word **"including"**, or by the phrase **"in particular"**, or is followed by the phrase **"or otherwise"**, the intention is to state an example (or examples) and not to be exhaustive (and the same applies when other similar words or phrases are used),
4. references to any Security **"created by the Debenture"** are to be deemed to include such Security created, constituted, given, made or

MG01 - continuation page

Particulars of a mortgage or charge

6

Short particulars of all the property mortgaged or charged

Please give us the short particulars of the property mortgaged or charged

Short particulars

extended by, under or pursuant to the Debenture, or by, under or pursuant to any Further Deed of Accession;

5. each reference to the Debenture (or to any other agreement, instrument or deed) means, at any time, the Debenture (or as applicable such other agreement, instrument or deed) as amended, novated, supplemented, extended, or restated, at that time, provided that the relevant amendment, novation, supplement, extension, substitution or restatement does not breach any term of the Debenture or of any of the A Loan Note Documents,
6. "**guarantee**" means any guarantee, letter of credit, bond, indemnity or similar assurance against loss, or any obligation, direct or indirect, actual or contingent, to purchase or assume any indebtedness of any person or to pay any deposit on behalf of, or make an investment in, or loan to, any person or to purchase assets of any person, where, in each case, such obligation is assumed in order to maintain or assist the ability of such person to meet its indebtedness,
7. "**indebtedness**" includes any obligation (whether incurred as principal or as surety) for the payment or repayment of money, whether present or future, actual or contingent;
8. a "**person**" includes any individual, firm, company, corporation, government, state or agency of a state or any association, trust, joint venture, consortium or partnership (whether or not having separate legal personality), and
9. unless the Debenture expressly states otherwise or the context requires otherwise, (a) each reference to any provision of any statute or of any subordinate legislation means, at any time, the relevant provision as in force at that time (even if it has been amended or re-enacted since the date of the Debenture) and (b) each reference to any provision of any statute at any time includes any subordinate legislation made pursuant to or in respect of such provisions as in force at such time (whether made before or after the date of the Debenture and whether amended or re-enacted since the date of the Debenture)



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

Pursuant to section 869(5) & (6) of the Companies Act 2006

COMPANY NO. 1540180
CHARGE NO. 8

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A DEED OF ACCESSION DATED 14
OCTOBER 2011 AND CREATED BY TIS SOFTWARE LIMITED
FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM
THE COMPANY AND EACH GRANTOR OF SECURITY TO THE
SECURED PARTIES (OR ANY OF THEM) ON ANY ACCOUNT
WHATSOEVER UNDER THE TERMS OF THE AFOREMENTIONED
INSTRUMENT CREATING OR EVIDENCING THE CHARGE WAS
REGISTERED PURSUANT TO CHAPTER 1 PART 25 OF THE
COMPANIES ACT 2006 ON THE 21 OCTOBER 2011

GIVEN AT COMPANIES HOUSE, CARDIFF THE 26 OCTOBER
2011



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES

Dx