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legibly, preferably  
in black type, or  
bold block lettering

\* insert full name  
of Company

## COMPANIES FORM No. 395

### 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

# 395

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

For official use

Company number

4

3109650

Name of company

Rebus Group Limited, a company incorporated and existing under the laws of England and Wales (the "Company")

Date of creation of the charge

29 April 2008

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

A deed of accession dated 29 April 2008 and entered into between the Company and Barclays Bank PLC as the security agent for and on behalf of the Secured Parties (the "Security Agent") to a debenture (the "Debenture") dated 5 March 2008 and entered into between, amongst others, NIS Holdings No 5 Limited (the "Chargor") and the Security Agent

Amount secured by the mortgage or charge

(a) In relation to a Charging Company, all present and future obligations and liabilities (whether actual or contingent, whether owed jointly, severally or in any other capacity whatsoever and whether originally incurred by that Charging Company or some other person) of that Charging Company to any of the Finance Parties under or in connection with each and any of the Finance Documents as well as any obligations arising out of, under or in connection with any guarantee given by that Charging Company under any of the Finance Documents as amended, increased, varied, novated or changed in any other way in accordance with the Finance Documents, and (b) the Secured Pension Claims provided that the Security constituted by the Debenture shall not extend to or include any liability or sum which would, but for this proviso, cause such Security to be unlawful or prohibited by any applicable law (the "Secured Obligations")

(In this Form 395, unless otherwise defined, the terms used have the meaning given thereto in Schedule 1 on the Continuation Sheet)

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

Barclays Bank PLC (as Security Agent for the Secured Parties)  
5 The North Colonnade  
Canary Wharf, London

Postcode E14 4BB

Presentor's name address and  
reference (if any)  
White & Case LLP  
5 Old Broad Street  
London EC2N 1DW

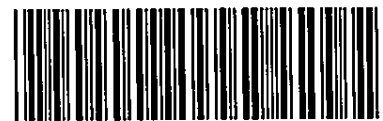
Our ref ACR/MG 4454404-0008

Time critical reference

For official Use  
Mortgage Section

Post room

MONDAY



LD3

\*LN4S8ZNY\*

12/05/2008

26

COMPANIES HOUSE

Short particulars of all the property mortgaged or charged

Please see Schedule 2

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in black type, or  
bold block  
lettering

Particulars as to commission allowance or discount (note 3)

N/A

Signed White & Carter LLP

Date 12 May 2008

On behalf of the chargee

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

**NOTES**

† delete as  
appropriate

- 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 mortgage for 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.

## SCHEDULE 1

### Continuation Sheet

#### Definitions

**"Accession Letter"** means a document substantially in the form set out in Schedule 5 (Form of Accession Letter) of the Senior Facilities Agreement

**"Account"** means each current, deposit or other account opened or maintained by each Charging Company with the Security Agent or any other bank or financial institution (and any replacement account or subdivision or sub-account of that account), the debt or debts represented thereby and all Related Rights

**"Acquisition"** means the acquisition of Target Shares by Bidco pursuant to an Offer and/or a Scheme

**"Additional Borrower"** means a person which becomes an Additional Borrower in accordance with Clause 26 (Changes to the Obligors) of the Senior Facilities Agreement

**"Affiliate"** means, in relation to any person, any of its Holding Companies or Subsidiaries or any other Subsidiary of any of its Holding Companies

**"Agreed Security Principles"** means the security principles set out in Schedule 10 (Agreed Security Principles) of the Senior Facilities Agreement

**"Ancillary Document"** has the meaning given to it in the Senior Facilities Agreement

**"Arrangers"** means Barclays Capital (the Investment Banking Division of Barclays Bank PLC) and HSBC Bank PLC

**"Bank Guarantee"** means

- (a) a letter of credit, substantially in the form set out in Schedule 9 (Form of Bank Guarantee) of the Senior Facilities Agreement or in any other form requested by a Borrower or the Obligors' Agent and consented to by the Issuing Bank in respect of that Bank Guarantee (such consent not to be unreasonably withheld or delayed), or
- (b) any other guarantee, bond, indemnity, letter of credit, documentary or like credit or any other instrument of suretyship or payment, issued, undertaken or made by an Issuing Bank under the Senior Facilities Agreement in a form requested by a Borrower or the Obligors' Agent and consented to by the Issuing Bank in respect of such Bank Guarantee (such consent not to be unreasonably withheld or delayed)

**"Bidco"** means the NIS Acquisitions Limited, a company incorporated and existing under the laws of England and Wales with registered number 06442578

**"Borrower"** means the Bidco or an Additional Borrower, unless it has ceased to be a Borrower in accordance with Clause 26 (Changes to the Obligors) of the Senior Facilities Agreement

**"Business Day"** means a day (other than a Saturday or Sunday) on which banks are open for general business in London

**"Capex Facility"** has the meaning given to it in the Senior Facilities Agreement

**"Capex Loan"** means any loan made or to be made under the Capex Facility or the principal amount outstanding for the time being of that loan

**"Charged Property"** means all the assets and undertaking of each Charging Company which from time to time are the subject of the Security created or expressed to be created in favour of the Security Agent by or pursuant to the Debenture

**"Charging Companies"** means the Chargor and Bidco and any other person which accedes to the terms of the Debenture pursuant to the terms of a duly executed Deed of Accession (each a **"Charging Company"**)

**"City Code"** means the City Code on Takeovers and Mergers

**"Commitment"** means

- (a) in relation to an Original Lender, the amount in Sterling set opposite its name under the heading "Commitment" in Part II of Schedule 1 (The Original Lenders) of the Senior Facilities Agreement and Subordinated Facility Agreement and the amount of any other Commitment transferred to it or assumed by it in accordance with the Senior Facilities Agreement and Subordinated Facility Agreement, and
- (b) in relation to any other Lender, the amount in Sterling of any Commitment transferred to it or assumed by it in accordance with the Senior Facilities Agreement and Subordinated Facility Agreement,

to the extent not cancelled, reduced or transferred by it under or in accordance with the Senior Facilities Agreement and Subordinated Facility Agreement

**"Court Meeting"** means a meeting of the holders of the Target Shares convened at the direction of the High Court to consider one or more resolutions to sanction a Scheme

**"Credit Documents"** means the Senior Finance Documents and the Subordinated Finance Documents

**"Deed of Accession"** means a deed of accession in substantially the form set out at Schedule 4 (Deed of Accession) of the Debenture or in such other form as may be agreed by the Security Agent and the relevant Charging Company.

**"Enforcement Event"** means

- (a) prior to the Senior Discharge Date, a Senior Enforcement Event, or
- (b) after the Senior Discharge Date or if otherwise acting on any instructions permitted to be given under Clause 8 (Permitted Enforcement) of the Intercreditor Deed by the Majority Subordinated Lenders, a Subordinated Enforcement Event

**"Event of Default"** means a Senior Default or a Subordinated Default, as the context requires

**"Facilities"** means

- (a) with respect to the Senior Facilities Agreement, Facility A, Facility B, Facility C, the Capex Facility and/or the Revolving Facility, in each case as the context requires,
- (b) with respect to the Subordinated Facility Agreement, the term loan facility made available under the Subordinated Facility Agreement as described in Clause 2.1 (The Facility) of the Subordinated Facility Agreement

**"Facility A"** has the meaning given to it in the Senior Facilities Agreement

**"Facility Agent"** means Barclays Bank PLC

**"Facility B"** has the meaning given to it in the Senior Facilities Agreement

**"Facility C"** has the meaning given to it in the Senior Facilities Agreement

**"Fee Letter"** means any letter or letters between the Arrangers, the Facility Agent and/or the Security Agent and Holdco setting out any of the fees payable in relation to the Facilities, including those fees referred to in Clause 17 2 (Arrangement Fee) and Clause 17 3 (Agency Fee) of the Senior Facilities Agreement

**"Finance Documents"** means the Senior Facilities Agreement, the Syndication Letter, any Fee Letter, any Accession Letter, any Resignation Letter, any Security Document, the Intercreditor Deed, any Intercreditor Accession Deed, any Ancillary Document and any other document designated as a Finance Document by the Facility Agent and the Obligors' Agent, provided that for the purpose of Clause 19 (Guarantee and Indemnity) of the Senior Facilities Agreement and where the definition of Finance Documents is used for the purpose of describing the secured obligations under any Security Document it shall also include any Hedging Agreement

**"Finance Parties"** means the Senior Finance Parties and the Subordinated Finance Parties

**"First Utilisation Date"** means the first Utilisation Date under the Facilities (or any of them)

**"Group"** means the Chargor and its Subsidiaries from time to time

**"Hedging"** means any interest rate or currency swap, derivative transaction or other hedging arrangement

**"Hedging Agreement"** means each master agreement, confirmation or other document evidencing any Hedging entered into between a Hedging Counterparty and an Obligor, provided that (and only to the extent that) such Hedging

- (a) is specified in Schedule 4 (Hedging Counterparty and Hedging Agreements) of the Intercreditor Deed, or
- (b) has been entered into to (or has been or will be allocated to) hedge an exposure in respect of any Senior Debt and/or any Subordinated Debt, or
- (c) has otherwise been approved by the Security Agent and Holdco as Hedging which will be entitled to share in the Transaction Security and benefit from the Intercreditor Deed

**"Hedging Counterparty"** means each person (if any) named in Schedule 4 (Hedging Counterparty and Hedging Agreements) of the Intercreditor Deed and any other person which becomes a party to this Agreement as a Hedging Counterparty as contemplated by Clause 13 1 (Accession of Hedging Counterparties) of the Intercreditor Deed, in each case in its capacity as provider of Hedging to any of the Obligors and provided that

- (a) such person has not ceased to be a Hedging Counterparty pursuant to Clause 21 7 (Resignation of Hedging Counterparties and Investors) of the Intercreditor Deed, and
- (b) if the Senior Debt has been paid and discharged and all Commitments of the Senior Creditors have been cancelled, a person party to the Intercreditor Deed as a Hedging Counterparty may agree with the relevant Obligors that, without prejudice to the rights and obligations of such parties under the relevant Hedging Agreements, any Hedging provided by that person shall cease to be subject to the terms of the Intercreditor Deed and any Liabilities to that person under or in connection with the Hedging Agreements shall cease to constitute Hedging Debt (in which case such person shall cease to be a Hedging Counterparty for the purposes of the Credit Documents)

**"Hedging Debt"** means all Liabilities of any Obligor to any Hedging Counterparty under or in connection with the Hedging Agreements or the Intercreditor Deed

**"Holdco"** means the Chargor

**"Holding Company"** means, in relation to any person, any other person in respect of which it is a Subsidiary

**"Insolvency Event"** means

- (a) prior to the Senior Discharge Date, an Event of Default specified in clauses 24(f) (Insolvency) to 24(h) (Similar Events Elsewhere) (inclusive) of the Senior Facilities Agreement, or
- (b) after the Senior Discharge Date, an Event of Default specified in clauses 20(f) (Insolvency) to 20(h) (Similar Events Elsewhere) (inclusive) of the Subordinated Facility Agreement

**"Insurance Policy"** means any policy of insurance in which a Charging Company may from time to time have an interest (in each case to the extent of its interest and excluding any third party insurances)

**"Intellectual Property"** means any patents, trade marks, service marks, designs, business names, copyrights, design rights, moral rights, inventions, confidential information, knowhow and other intellectual property rights and interests, whether registered or unregistered, the benefit of all applications and rights to use such assets and all Related Rights

**"Intercreditor Accession Deed"** has the meaning given to the term "Obligor Accession Deed" in the Intercreditor Deed

**"Intercreditor Deed"** means the intercreditor deed dated on or about the date of the Debenture between, amongst others, the parties to the Senior Facilities Agreement, the parties to the Subordinated Facility Agreement and NIS Holdings No 4 Limited

**"Investments"** means

- (a) any stocks, shares, debentures, securities and certificates of deposit,
- (b) all interests in collective investment schemes, and
- (c) all warrants, options and other rights to subscribe or acquire any of the investments described in (a) and (b),

in each case whether held directly by or to the order of a Charging Company (now or in the future owned by it or (to the extent of its interest) in which or in the future has an interest) or by any agent, nominee, fiduciary or clearance system on its behalf and all Related Rights (including all rights against any such agent, nominee, fiduciary or clearance system)

**"Issuing Bank"** means Barclays Bank PLC and any other Lender (or Affiliate of a Lender) which agrees to act as an issuing bank in respect of the issue of a Bank Guarantee in accordance with Clause 6 (Utilisation by way of Bank Guarantees) of the Senior Facilities Agreement

**"Lender"** means

- (a) any Original Lender, and
- (b) any bank, financial institution, trust, fund or other person which has become a Party in accordance with Clause 25 (Changes to the Lenders) of the Senior Facilities Agreement and Clause 21 (Changes to the Lenders) of the Subordinated Facility Agreement,

which in each case has not ceased to be a Lender in accordance with the terms of the Senior Facilities Agreement and the Subordinated Facility Agreement and provided that upon (i) termination in full of all of the Commitments of any Lender and (ii) payment in full of all amounts which are payable to such Lender under the Finance Documents, that Lender shall not be regarded as being a Lender for the purposes of determining whether any provision of any of the Finance Documents requiring consultation with or the consent or approval of or instructions from the Lenders, the Super Majority Lenders, the Majority Lenders or any other class of Lenders has been complied with

**"Liability"** means in relation to any document or agreement, any present or future liability (actual or contingent) payable or owing under or in connection with that document or agreement whether or not matured and whether or not liquidated, together with

- (a) any refinancing, novation, deferral or extension of that liability,
- (b) any claim for misrepresentation or breach of warranty or undertaking or on an event of default or under

any indemnity in connection with that document or agreement,

- (c) any further advance made under any document or agreement supplemental to that document or agreement, together with all related interest, fees and costs,
- (d) any claim for damages or restitution in the event of rescission of that liability or otherwise in connection with that document or agreement,
- (e) any claim flowing from any recovery of a payment or discharge in respect of that liability on the grounds of preference or otherwise, and
- (f) any amount (such as post-insolvency interest) which would be included in any of the above but for its discharge, non-provability, unenforceability or non-allowability in any Insolvency or other proceedings

**"Loan"** means

- (a) with respect to the Senior Facilities Agreement, a Term Loan, a Capex Loan and/or a Revolving Loan, in each case as the context requires,
- (b) with respect to the Subordinated Facility Agreement, any loan made or to be made under the Subordinated Facility Agreement or the principal amount outstanding for the time being of that loan

**"Loan Notes"** means any loan notes constituted, or to be constituted, by Bidco and issued to holders of the Target Shares in connection with the Acquisition

**"Majority Lenders"** means at any time

- (a) a Lender or Lenders whose Commitments aggregate at least 50 1 per cent (or, for the purpose of Clause 24(p) (Acceleration) of the Senior Facilities Agreement and Clause 20(p) (Acceleration) of the Subordinated Facility Agreement only, 66 2/3 per cent ) of the Total Commitments, or
- (b) if the Total Commitments have been reduced to zero, a Lender or Lenders whose Commitments aggregated at least 50 1 per cent (or, for the purpose of Clause 24(p) (Acceleration) of the Senior Facilities Agreement and Clause 20(p) (Acceleration) of the Subordinated Facility Agreement only, 66 2/3 per cent ) of the Total Commitments immediately prior to that reduction

**"Majority Subordinated Lenders"** means the "Majority Lenders" as defined in the Subordinated Facility Agreement

**"Market Purchases"** means market and other purchases of ordinary shares of the Target (other than pursuant to an Offer or a Scheme)

**"Monetary Claims"** means any book and other debts and monetary claims owing to a Charging Company and any proceeds of such debts and claims now or in the future due, owing or payable to it and the benefit of all related negotiable instruments, rights, security, guarantees or indemnities of any kind (including any claims or sums of money deriving from or in relation to any Intellectual Property, any Investment, the proceeds of any Insurance Policy, any court order or judgment, any contract or agreement to which a Charging Company is a party and any other assets, property, rights or undertaking of a Charging Company)

**"NIS Pari Passu Claim"** means a notional amount certified by the actuary of the NIS Pension Scheme that is assessed as being equal to the debt that would have been due to the NIS Pension Scheme under section 75 of the Pensions Act 1995 had the NIS Pension Scheme commenced wind-up on the date of the relevant Enforcement Event (or, as the case may be, Insolvency Event) and the NIS Trustee designated the day immediately following such date as the "applicable time" for the purposes of section 75(2) of the Pensions Act 1995 provided that the maximum aggregate amount of the NIS Pari Passu Claim shall not exceed £40,800,000 less any amount paid to the NIS Trustee pursuant to the terms of the Intercreditor Deed in respect of the NIS Pari Passu Claim (and as further reduced from time to time in accordance with the terms of any agreement entered into between Holdco and the NIS Trustee and notified to the Security Agent accordingly)

**"NIS Pension Scheme"** means the Northgate Information Solutions Pension Scheme

**"NIS Trustee"** means trustee(s) of the NIS Pension Scheme

**"Notice of Assignment"** means a notice of assignment in substantially the form set out in Schedule 3 (Forms of Notice of Assignment) of the Debenture or in such other form as may be agreed by the Security Agent and the relevant Charging

## Company

**"Obligor"** means each Original Obligor and any person which becomes a Party as an Obligor in accordance with the terms of Clause 21.3 (New Obligor) of the Intercreditor Deed

**"Obligors' Agent"** means Holdco in the capacity in which it has been appointed to act on behalf of each Obligor pursuant to Clause 34.4 (Obligors' Agent) of the Senior Facilities Agreement

**"Offer"** means a public offer by Bidco in accordance with the City Code to acquire all of the Target Shares not owned by it

**"Original Lender"** means the financial institutions listed in Part II of Schedule 1 (The Original Lenders) of each of the Senior Facilities Agreement and Subordinated Facility Agreement as lenders

**"Original Obligor"** means the Chargor and Bidco

**"Party"** means a party to the Senior Facilities Agreement and the Subordinated Facility Agreement

**"Real Property"** means

- (a) any freehold or leasehold property (including the freehold and leasehold property in England and Wales specified in Schedule 2 of the Debenture, if any), and
- (b) 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 all Related Rights

**"Rebus Pari Passu Claim"** means a notional amount certified by the actuary of the Rebus Pension Scheme that is assessed as being equal to the debt that would have been due to the Rebus Pension Scheme under section 75 of the Pensions Act 1995 had the Rebus Pension Scheme commenced wind-up on the date of the relevant Enforcement Event (or, as the case may be, Insolvency Event) and the Rebus Trustee designated the day immediately following such date as the "applicable time" for the purposes of section 75(2) of the Pensions Act 1995 provided that the maximum aggregate amount of the Rebus Pari Passu Claim shall not exceed £19,200,000 less any amount paid to the Rebus Trustee pursuant to the terms of the Intercreditor Deed in respect of the Rebus Pari Passu Claim (and as further reduced from time to time in accordance with the terms of any agreement entered into between Holdco and the Rebus Trustee and notified to the Security Agent accordingly)

**"Rebus Pension Scheme"** means the Rebus Group Pension Scheme

**"Rebus Trustee"** means trustee(s) of the Rebus Pension Scheme

**"Related Rights"** means, in relation to any asset

- (a) the proceeds of sale of any part of that asset,
- (b) all rights under any licence, agreement for sale or agreement for lease in respect of that asset,
- (c) all rights, powers, benefits, claims, contracts, warranties, remedies, security, guarantees, indemnities or covenants for title in respect of that asset, and
- (d) any monies and proceeds paid or payable in respect of that asset

**"Resignation Letter"** means a letter substantially in the form set out in Schedule 6 (Form of Resignation Letter) of the Senior Facilities Agreement

**"Revolving Facility"** has the meaning given to it in the Senior Facilities Agreement

**"Revolving Loan"** means a loan made or to be made under the Revolving Facility or the principal amount outstanding for the time being of that loan

**"Scheme"** means a scheme of arrangement effected pursuant to Section 425 of the Companies Act 1985 under which certain Target Shares will be cancelled (or transferred) and Bidco will become the holder of new shares issued in place of such cancelled Target Shares (or, as the case may be, the holder of such transferred Target Shares)

**"Secured Creditor"** means a Senior Creditor, a Hedging Counterparty and/or a Subordinated Creditor, as the context requires

**"Secured Parties"** means a Secured Creditor and/or a Secured Pension Scheme, as the context requires

**"Secured Pension Claims"** means the NIS Pari Passu Claim and the Rebus Pari Passu Claim (in each case as divided from time to time in accordance with paragraph 6.3 of the Intercreditor Deed)

**"Secured Pension Scheme"** has the meaning given to it in Schedule 8 (Secured Pension Claims) of the Intercreditor Deed

**"Security"** means any mortgage, charge (fixed or floating), pledge, lien, hypothecation, right of set-off, security trust, assignment, reservation of title or other security interest and any other agreement entered into for the purpose and having the commercial effect of conferring security

**"Security Document"** means the Debenture

**"Senior Creditors"** means each of the Finance Parties under and as defined in the Senior Facilities Agreement, but for the purposes of the Intercreditor Deed only excludes the Hedging Counterparties

**"Senior Debt"** means all Liabilities of any Obligor to any Senior Creditor under or in connection with the Senior Finance Documents

**"Senior Default"** means an "Event of Default" as defined in the Senior Facilities Agreement

**"Senior Discharge Date"** means the date on which all of the Senior Debt and Hedging Debt has been irrevocably paid and discharged and all Commitments of the Senior Creditors have been cancelled and all obligations of the Hedging Counterparties under the Hedging Agreements have been terminated

**"Senior Enforcement Event"** means an "Acceleration Event" as defined in the Senior Facilities Agreement

**"Senior Facilities Agreement"** means the senior facilities agreement dated on the date of the Debenture between, amongst others, NIS Acquisitions Limited as borrower and guarantor, NIS Holdings No 5 Limited as guarantor and the financial institutions named therein as original lenders

**"Senior Finance Documents"** has the meaning given to "Finance Documents"

**"Senior Finance Parties"** means each of the Finance Parties as defined in the Senior Facilities Agreement

**"Subordinated Creditors"** means each of the Finance Parties under and as defined in the Subordinated Facility Agreement

**"Subordinated Debt"** means all Liabilities of any Obligor to any Subordinated Creditor under or in connection with any Subordinated Finance Document

**"Subordinated Default"** means an "Event of Default" as defined in the Subordinated Facility Agreement

**"Subordinated Enforcement Event"** means an "Acceleration Event" as defined in the Subordinated Facility Agreement

**"Subordinated Facility"** means the meaning given to it in the Subordinated Facility Agreement

**"Subordinated Facility Agreement"** means the subordinated facility agreement dated on the date of the Debenture between amongst others, NIS Acquisitions Limited as borrower and guarantor, NIS Holdings No 5 Limited as guarantor and the financial institutions named therein as original lenders

**"Subordinated Finance Documents"** means each of the Finance Documents as defined in the Subordinated Facility Agreement

**"Subordinated Finance Parties"** means each of the Finance Parties as defined in the Subordinated Facility Agreement

**"Subsidiary"** means in relation to any person, any corporation, entity or partnership which is controlled directly or indirectly by that person and any entity (whether or not so controlled) treated as a subsidiary in the latest financial statements of that person from time to time, and control for this purpose means the direct or indirect ownership of the majority of the voting share capital of such entity or the right or ability to direct management to comply with the type of

material restrictions and obligations contemplated in the Senior Facilities Agreement or to determine the composition of a majority of the board of directors (or like board) of such entity, in each case whether by virtue of ownership of share capital, contract or otherwise

**"Super Majority Lenders"** means, at any time

- (a) a Lender or Lenders whose Commitments aggregate at least 85 per cent of the Total Commitments, or
- (b) if the Total Commitments have been reduced to zero, a Lender or Lenders whose Commitments aggregated at least 85 per cent of the Total Commitments immediately prior to that reduction

**"Syndication Letter"** means the syndication letter dated on the date of the Debenture between the Arrangers and Holdco setting out certain matters agreed with respect to the syndication of the Facilities and the Subordinated Facility

**"Tangible Moveable Property"** means any plant, machinery, office equipment, computers, vehicles and other chattels (excluding any for the time being forming part of any Charging Company's stock in trade or work in progress) and all Related Rights

**"Target"** means Northgate Information Solutions plc

**"Target Shares"** means the ordinary shares of the Target the subject of an Offer or, as the case may be, a Scheme

**"Term Loan"** means a Facility A Loan, a Facility B Loan and/or a Facility C Loan with respect to the Senior Facility Agreement

**"Total Commitments"** means the aggregate of the Commitments

**"Transaction Security"** means the Security created pursuant to the Security Documents

**"Utilisation"** means a Loan or a Bank Guarantee

**"Utilisation Date"** means the date on which a Utilisation is made

## SCHEDULE 2

### Continuation Sheet

#### 1. Fixed Charges, Assignments and Floating Charge

##### 1.1 Fixed Charges

(a) Subject to Paragraph 1.4 (Excluded Assets) below, each Charging Company charges with full title guarantee in favour of the Security Agent (as Security Agent for itself and on behalf of the Secured Parties) as continuing security for the payment and discharge of the Secured Obligations, by way of

- (i) in the case of freehold property in England and Wales vested in a Charging Company at the date on which it becomes a party to the Debenture, first legal mortgage, and
- (ii) in the case of any other Real Property, first fixed equitable charge,

all that Charging Company's right, title and interest from time to time in and to any Real Property

(b) Subject to Paragraph 1.4 (Excluded Assets) below, each Charging Company charges with full title guarantee in favour of the Security Agent (as Security Agent for itself and on behalf of the Secured Parties) as security for the payment and discharge of the Secured Obligations, by way of first fixed charge all its right, title and interest from time to time in and to

- (i) any Tangible Moveable Property,
- (ii) any Accounts,
- (iii) any Intellectual Property,
- (iv) any goodwill and rights in relation to the uncalled capital of that Charging Company,
- (v) any Investments, and
- (vi) all Monetary Claims and all Related Rights other than any claims which are otherwise subject to a fixed charge or assignment (at law or in equity) pursuant to the Debenture

##### 1.2 Assignments

Subject to Paragraph 1.4 (Excluded Assets) below, each Charging Company assigns and agrees to assign absolutely with full title guarantee to the Security Agent (as Security Agent for itself and on behalf of the Secured Parties) as security for the payment and discharge of the Secured Obligations all its right, title and interest from time to time in and to the proceeds of any Insurance Policy and all Related Rights

##### 1.3 Floating Charge

(a) Each Charging Company with full title guarantee charges in favour of the Security Agent (as Security Agent for itself and on behalf of the Secured Parties) as security for the payment and discharge of the Secured Obligations by way of first floating charge all of its present and future assets and undertaking

(b) The floating charge created by sub-paragraph (a) above shall be deferred in point of priority to all fixed Security validly and effectively created by each Charging Company under the Finance Documents in favour of the Security Agent (as Security Agent for itself and on behalf of the Secured Parties) as security for the Secured Obligations

(c) Paragraph 14 of Schedule B1 to the Insolvency Act 1986 applies to the floating charge created pursuant to this sub-paragraph (c)

##### 1.4 Excluded Assets

Unless otherwise expressly agreed in writing by the relevant Charging Company after the date on which it becomes a party to the Debenture, there shall be excluded from the Security created by this Paragraph 1 (Fixed Charges, Assignments and Floating Charge) and from the operation of any further assurance provisions contained in the Finance Documents

(a) subject, where applicable, to the provisions of Paragraph 4 (Consents) below, any asset or undertaking which a Charging Company is prohibited from creating Security on or over by reason of any contract, licence, lease, instrument or other arrangement with a third party (including any asset or undertaking which a Charging Company is precluded from creating Security on or over without the prior consent of a third party),

(b) subject, where applicable, to the provisions of Paragraph 4 (Consents) below, any asset or undertaking which, if

subject to any such Security, would give a third party the right to terminate or otherwise amend any rights, benefits and/or obligations of a Charging Company in respect of that asset or undertaking or require any Charging Company to take any action materially adverse to the interests of the Group or any member thereof,

(c) any asset or undertaking situated outside England and Wales to the extent that any such Security would be unlawful under the laws of the jurisdiction in which such asset or undertaking is situated (or would present a material risk of liability for any director or officer of any Charging Company or give rise to a material risk of breach of fiduciary or statutory duty by any such director or officer),

(d) any unregistered Real Property which, if subject to any such Security, would be required to be registered under the Land Registration Act 2002 (provided that such Real Property shall only be excluded for so long as it remains unregistered),

(e) until the First Utilisation Date

- (i) any shares in the capital of the Target acquired pursuant to Market Purchases (together with any custodian or nominee accounts in which such shares may be held, any custody or other agreements entered into in connection with such purchases or shares and any other related rights and interests), and
- (ii) any Account over which any Security has been granted to secure the obligations of any member of the Group in respect of any indebtedness incurred for the purpose of financing (or otherwise in connection with) Market Purchases,

(f) any Account over which any Security has been granted to secure the obligations of any member of the Group in respect of any guarantee of the Loan Notes, and

(g) any Account over which any Security has been granted to secure the obligations of any member of the Group in connection with any agency, collection, distribution or other similar services provided in the ordinary course of business

## **2. Continuing Security**

2.1 The Security created by or pursuant to the Debenture shall remain in full force and effect as a continuing security for the Secured Obligations unless and until discharged by the Security Agent

2.2 No part of the Security from time to time intended to be constituted by the Debenture will be considered satisfied or discharged by any intermediate payment, discharge or satisfaction of the whole or any part of the Secured Obligations

## **3. Perfection of Security**

### **3.1 Notices of Assignment**

Each Charging Company shall, if requested by the Security Agent at any time following the occurrence of an Event of Default which is continuing

- (a) promptly deliver to the Security Agent (or procure delivery of) a Notice of Assignment duly executed by, or on behalf of, that Charging Company in respect of any Insurance Policy in which it has an interest which is the subject of an assignment pursuant to Paragraph 1.2 (Assignments) above, and
- (b) use all reasonable endeavours to procure that each such notice executed by it is duly acknowledged by the relevant insurer

### **3.2 Notices of Charge**

(a) Each Charging Company shall, if requested by the Security Agent at any time following the occurrence of an Enforcement Event which is continuing

- (i) promptly deliver to the Security Agent (or procure delivery of) a notice of charge (in form and substance reasonably satisfactory to the Security Agent) duly executed by, or on behalf of, that Charging Company in respect of any of its assets forming part of the Charged Property specified by the Security Agent (in each case to the extent necessary to protect the Security created or intended to be created under the Debenture over such assets), and

(ii) use all reasonable endeavours to procure that each such notice executed by it is duly acknowledged by the bank or financial institution or other person to which that notice is delivered

(b) The execution of the Debenture by each Charging Company and the Security Agent shall constitute notice to the Security Agent of the charge created over any Account opened or maintained with the Security Agent

### **3 3 Real Property Delivery of Documents of Title**

Each Charging Company shall, if requested by the Security Agent, deliver (or procure delivery to the Security Agent of), and the Security Agent shall be entitled to hold and retain, all deeds, certificates and other documents (if any) constituting or evidencing title relating to any material freehold property owned by that Charging Company and subject to the Security created by Paragraph 1 1 (Fixed Charges) above

### **3 4 Note of Mortgage**

In the case of any material Real Property subject to the Security created by Paragraph 1 1 (Fixed Charges) above acquired by or on behalf of a Charging Company after the execution of the Debenture and title to which is or will be registered under the Land Registration Act 2002, that Charging Company shall, if requested by the Security Agent, promptly notify (and in any event within 10 Business Days of request) the Security Agent in writing of the title number(s) and, contemporaneously with the making of an application to the Land Registry for the registration of that Charging Company as the Registered Proprietor of such property, at the request of the Security Agent apply to the Land Registry to enter an agreed notice of any mortgage on the Charges Register of such property

### **3 5 Application to the Land Registry**

Each Charging Company consents and agrees to an application being made to enter a restriction in the Proprietorship Register of any registered land at any time subject to the Security created by Paragraph 1 1 (Fixed Charges) above and forming a material part of the Charged Property

### **3 6 Registration of Intellectual Property**

Subject in each case to the Agreed Security Principles and the other provisions of the Debenture, each Charging Company shall, if requested by the Security Agent, execute all such documents and do all acts that the Security Agent may reasonably require to record the interest of the Security Agent in any registers relating to any registered material Intellectual Property required to conduct the business of that Charging Company

### **3 7 Implied Covenants for Title**

The obligations of each Charging Company under the Debenture shall be in addition to the covenants for title deemed to be included in the Debenture by virtue of Part 1 of the Law of Property (Miscellaneous Provisions) Act 1994

## **4. Consents**

Subject in each case to the Agreed Security Principles and the other provisions of the Debenture, each Charging Company shall, if requested by the Security Agent (acting reasonably), use all reasonable endeavours to obtain any consents necessary to enable any material assets of that Charging Company to be the subject of an effective fixed charge or assignment pursuant to Paragraphs 1 1 (Fixed Charges), 1 2 (Assignments) and 1 3 (Floating Charge) above and, immediately upon obtaining any such consent, the asset concerned shall become subject to such Security and that Charging Company shall promptly deliver a copy of each consent to the Security Agent provided that no Charging Company shall be under any obligation to take any action this Paragraph 4 unless it is satisfied that such steps will not involve placing commercial relationships with third parties in jeopardy

## **5. Negative Pledge**

The Debenture is subject to a negative pledge provision pursuant to Clause 23(s) (Negative Pledge) of the Senior Facilities Agreement



## **CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE**

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

**COMPANY NO. 3109650  
CHARGE NO. 4**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES  
HEREBY CERTIFIES THAT A DEED OF ACCESSION DATED 29  
APRIL 2008 AND CREATED BY REBUS GROUP LIMITED FOR  
SECURING ALL MONIES DUE OR TO BECOME DUE FROM THAT  
CHARGING COMPANY TO ANY OF THE FINANCE PARTIES 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 12 MAY 2008

GIVEN AT COMPANIES HOUSE, CARDIFF THE 21 MAY 2008



*Companies House*  
— for the record —



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES