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in black type or
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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

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

Name of company

* Comino Limited (the "Company")

Date of creation of the charge

19 April 2006

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

Guarantee and Debenture (the "Charge")

Amount secured by the mortgage or charge

Please see the attached Schedule, Part I

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

The Royal Bank of Scotland plc (the "Security Trustee") acting as Security Trustee for
itself and each of the Finance Parties through its branch at 4 Abbey Street, Reading

Postcode RG1 3BA

Presentor's name, address and
reference (if any):

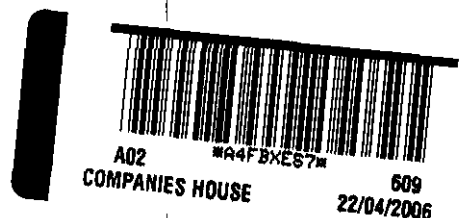
Ref: YAZ
Osborne Clarke, 2 Temple Back
East
Temple Quay
Bristol BS1 6EG
DX 7818 Bristol

Time critical reference

For official use (06/2005)

Mortgage Section

Post room



Short particulars of all the property mortgaged or charged

Please see the attached Schedule, Part II

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

Particulars as to commission allowance or discount (note 3)

Nil

Signed Osborne Clarke

Date 21 April 2006

On behalf of ~~XXXXXXXXXX~~ [mortgagee/chargee]

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 for a mortgage or charge. Cheques and Postal Orders are to be made payable to **Companies House**.
6. The address of the Registrar of Companies is:- Companies House, Crown Way, Cardiff CF4 3UZ.

Schedule to Form M395 for Comino Limited (registered in England and Wales under Company number: 01327534)

Part I – amount secured by the mortgage or charge

Under the Charge the Company, as principal debtor and not merely as surety, covenants with the Security Trustee for itself and on behalf of the Finance Parties that it will pay or discharge the Secured Liabilities on the due date in the manner provided in the relevant Finance Document.

Under the Charge all costs, charges and expenses incurred and all payments made by the Security Trustee or any Receiver appointed in the lawful exercise of the powers conferred whether or not occasioned by any act, neglect or default of the Company carry interest from the date of being incurred or becoming payable at the rate per annum specified in clause 8.5 (Default Interest) of the Credit Agreement. The amount of further interest and all remuneration payable will be payable by the Company on demand and will be an additional charge on the mortgaged property. All costs, charges, expenses and payments will be paid and charged as between the Security Trustee and the Company on the basis of a full indemnity and not on the basis of a party and party or any other kind of taxation.

Part II – short particulars of all property mortgaged or charged

Under the Charge the Company with full title guarantee charges in favour of the Security Trustee (as agent and trustee) as continuing security for the payment and discharge of the Secured Liabilities:

By way of legal mortgage:

- all right title estate and other interests of the Company to the property described below together with all buildings and fixtures (including trade fixtures) and fixed plant and machinery from time to time thereon and therein.

Details of Leasehold Properties

Registered Owner	Property Description	The Land Registry Title Number	Date of Lease	Parties to Lease	Term
Comino Limited	Comino House, Furlong Road, Bourne End, Buckinghamshire, SL8 5A registered with absolute title under title number BM172657.	BM249073	20 December 1999	Brent International Plc and Comino plc	21 years and 6 months

By way of fixed charge:

- all right title estate and other interests of the Company to the property together with all buildings and fixtures (including trade fixtures) and fixed plant and machinery from time to time thereon and therein;
- all other freehold and leasehold property of the Company both present and future together with all buildings and fixtures (including trade fixtures) and fixed plant and machinery from time to time thereon and therein;
- all plant, machinery, vehicles and other equipment now or hereafter owned by the Company together with the benefit of any obligations and warranties given by the manufacturer or supplier of such plant, machinery or other equipment and the benefit of all maintenance agreements entered into between the Company and any other person in respect of such plant, machinery and other equipment;
- the Shares and all other shares and stock in the capital of any companies which as at the date of the Charge document or at any time thereafter is owned by the Company or in which the Company otherwise has an interest in all cases with all rights, including dividends and other distributions, arising in relation thereto;
- the benefit of all present and future licences (statutory or otherwise) held in connection with their business or the user of any of the mortgaged property and the right to recover and receive all compensation which may at any time become payable to them in respect thereof;
- the Domain Names, the Patents, the Trademarks and all other licences and patents (including applications and the rights to apply therefore), copyrights, rights in trademarks whether registered or not, trade names, rights in service marks whether registered or not, registered designs, know-how and rights in confidential information now or at any time belonging to the Company;
- the goodwill and the uncalled capital of the Company both present and future;
- the book debts due or owing to the Company both present and future;
- all benefits in respect of all contracts and policies of insurance (including, for the avoidance of any doubt, all cover notes and any keyman life assurance policies) which are from time to time taken out by the Company or (to the extent of such interest) in which it has an interest;
- any deposits margins commissions or other rights of the Company to any commodities and any contract or option relating thereto (whether present or future) and any guarantee or security relating thereto whether held by or placed or contracted with the Security Trustee (as agent and trustee aforesaid) or any other person from time to time;

By way of floating charge:

- the stock-in-trade and work-in-progress, prepayments, investments quoted on a recognised stock exchange and cash of the Company both present and future; and

- the undertaking and all other property and assets of the Company both present and future.

By way of assignment:

- all of the Company's right, title and interest, present and future, in any agreement or arrangement (including the Hedging Documents and Hedging Arrangements) that the Company may enter into now or in the future with any person for the purpose of or in connection with fixing, capping or hedging the rate of interest payable by them in respect of any borrowing or indebtedness and any right or option to enter into any such agreement or arrangement.

N.B.

The Company shall from time to time execute and do all such assurances and things as the Security Trustee may require which are necessary to perfect the security constituted by the Charge and after the Secured Liabilities shall have become due and payable shall execute and do all such assurances and things as the Security Trustee may require for facilitating the realisation of the mortgaged property or any part thereof and for exercising all powers, authorities and discretions hereby or by law conferred on the Security Trustee or the Finance Parties or any Receiver appointed by the Security Trustee. The Company irrevocably appoints the Security Trustee to be the attorney of the Company in the name and on behalf of the Company to execute and do assurances and things which the Company ought to execute and do under the Charge including without prejudice to the foregoing generality:

- to ask, demand, collect, sue for, recover, compromise, receive and give acquittance and receipts for moneys due and to become due under or in respect of any of the mortgaged property;
- *to receive, endorse and collect any drafts or other instruments or documents;*
- to file any claims or take any action or institute any proceedings which the Security Trustee may deem necessary or desirable for the collection of any of the mortgaged property or otherwise to enforce the rights of the Security Trustee with respect to any of the mortgaged property; and
- to perform the obligations of the Company under the charge and generally to use the name of the Company in the exercise of all or any of the powers conferred under the Charge on the Security Trustee or the Finance Parties or any Receiver appointed by the Security Trustee *and the Company hereby expressly authorises the Security Trustee to delegate all of the powers conferred upon it to any Receiver appointed by it or to such other person or persons as it may reasonably think fit.*

Save with the prior written consent of the Security Trustee, the Company shall not;

- create any Security over all or any part of its present or future revenues or assets except for Security permitted under the Credit Agreement; or
- (disregarding sales of stock in trade at arms length in the ordinary course of business) sell, lease, transfer or otherwise dispose of, by one or more transactions or series of

transactions (whether related or not) the whole or any part of its revenues or its assets save as permitted pursuant to the Credit Agreement or any other Finance Document.

Definitions

"Additional Guarantor" means a company that becomes an Additional Guarantor pursuant to clause 24 (Changes to the Obligors) of the Credit Agreement;

"Accession Deed" means a deed of accession to a Guarantee and Debenture (as defined in the Credit Agreement), substantially in the form required by the relevant Guarantee and Debenture;

"Accession Letter" means a document substantially in the form set out in Schedule F of the Credit Agreement;

"Borrower" means:

- (a) in respect of Facility A, Facility B, Facility C, Facility R and the Term Loan Facility, Civica Holdings Limited; and
- (b) in respect of the Working Capital Facility, Civica Holdings Limited (and for utilisations by way of issue of bonds, guarantees or documentary credits only the Working Capital Borrowers),

and **"Borrower"** shall be construed accordingly;

"Credit Agreement" means the credit agreement dated 30 September 2005 as amended and restated on 13 December 2005 and as varied on 13 April 2006 and made between (1) Civica Holdings Limited, (2) Civica plc (as the Parent), (3) certain Subsidiaries of Civica plc (as the Working Capital Borrowers), (4) The Royal Bank of Scotland plc (as the Arranger), (5) the Financial Institutions listed therein (as the Original Lenders), (6) The Royal Bank of Scotland plc (as the Working Capital Bank), (7) The Royal Bank of Scotland plc (as the Agent) and (8) The Royal Bank of Scotland plc (as the Security Trustee), as such credit agreement is amended, varied, supplemented, novated or replaced from time to time;

"Domain Names" means "Comino.com";

"Fee Letter" means the letter dated 13 December 2005 between the Arranger and the Company, or the Agent and Civica Holdings Limited, setting out any of the fees referred to in Clause 11 of the Credit Agreement;

"Finance Document" means the Credit Agreement, the Security Documents, the Intercreditor Deed, the Hedging Documents, any Fee Letter, any Working Capital Facility Letter, any Accession Letter, any Accession Deed, any Resignation Letter and any other document designated as such by the Agent and Civica Holdings Limited (as each expression is defined in the Credit Agreement), and **"Finance Documents"** means all of them.

"Finance Parties" means the Agent, the Arranger, the Security Trustee, a Lender, a Hedging Bank and the Working Capital Bank as each term is defined under the Credit Agreement and Finance Parties shall mean each of them;

"Group" means Civica plc and its Subsidiaries for the time being and **"Group Company"** and "member of the Group" will be construed accordingly;

"Guarantor" means an Original Guarantor or an Additional Guarantor, unless it has ceased to be a Guarantor in accordance with Clause 24 of the Credit Agreement and **"Guarantors"** shall be construed accordingly;

"Hedging Arrangements" means any and all interest rate management and/or foreign currency and/or other hedging arrangements entered into or committed to be entered into in respect of the Facilities (as defined in the Credit Agreement) by any member of the Group (as defined in the Credit Agreement) as have from time to time been agreed in writing between the Company or Civica Holdings Limited, the Agent (acting on the instructions of the Majority Lenders as defined in the Credit Agreement) and the relevant Hedging Bank or Hedging Banks (as each term is defined in the Credit Agreement) to constitute the Hedging Arrangements (as defined in the Credit Agreement);

"Hedging Documents" means the documents detailing the terms of the Hedging Arrangements;

"Intercreditor Deed" means the intercreditor deed dated 30 September 2005 between (among others) the Security Trustee, the Agent, the Lenders, the Hedging Banks and the Group Companies regulating the respective rights and obligations of the parties;

"Lender" means:

- (c) any Original Lender;
- (d) in respect of the Working Capital Facility only, the Working Capital Bank; and
- (e) any bank, financial institution, trust, fund or other entity which has become a Party in accordance with Clause 23 of the Credit Agreement (*Changes to the Lenders*),

which in has not ceased to be a party in accordance with the terms of the Credit Agreement;

"Obligor" means a Borrower or a Guarantor from time to time;

"Original Guarantor" means Civica plc, Civica Holdings Limited, Civica Services Limited, Civica Systems Limited, Civica Technologies Limited, Civica Pty Limited, Radius Limited, Civica Financial Systems Limited, Flare Software Systems (UK) Limited and Flare Software Systems Limited;

"Receiver" means any receiver, receiver and manager or manager appointed pursuant to the Charge;

"Resignation Letter" means a letter substantially in the form set out in Schedule G of the Credit Agreement;

"Security Documents" means all documents creating Security to be granted to the Security Trustee pursuant to the Conditions Precedent of the Credit Agreement, the Australian Security Documents, the Singapore Share Mortgage, every Guarantee and Debenture and every other document entered into in favour of the Security Trustee creating guarantees or creating Security for the obligations of the Group or any member of the Group to the Security Trustee, the Agent, and/or the Lenders from time to time;

"Secured Liabilities" means all present and future obligations and liabilities (whether actual or contingent and whether owed jointly or severally or as principal debtor, guarantor, surety or otherwise or as the equivalent obligor under the laws of any other jurisdiction) of each Obligor to the Security Trustee and the Finance Parties under the Finance Documents together with:

- (i) any refinancing, novation, refunding, deferral or extension of or increase in any of those obligations or liabilities of any Obligor under any credit agreement entered into after the date hereof with all or any of the Finance Parties which is entered into wholly or partially in order to refinance the Secured Liabilities at the date hereof;
- (ii) any further obligations and liabilities which may be made by any Finance Party to any Obligor under any agreement expressed to be supplemental to any of the Finance Documents and all interest, fees, and costs in connection therewith;
- (iii) all costs, charges and expenses incurred by the Security Trustee or any of the Finance Parties in connection with the protection, preservation or enforcement of its respective rights under the Finance Documents;
- (iv) any claim for damages or restitution in the event of rescission of any of those obligations or liabilities or otherwise in connection with the Finance Documents;
- (v) any claim against any Obligor flowing from the recovery by a Obligor of a payment or discharge in respect of any of those obligations or liabilities on grounds of preference or otherwise; and
- (vi) any amounts which would be included in any of the foregoing but for any discharge, non-provability, unenforceability or non-allowability of the same in any insolvency or other proceedings.

"Security" means a mortgage, charge, pledge, lien or other security interest securing any obligation of any person or any other agreement or arrangement having a similar effect;

"Security Trustee" means The Royal Bank of Scotland plc;

"Shares" means each of the shares set out below in which the Company has rights, title or legal interest

Charging Company	Subsidiary	No and Class of Shares
Comino Limited	Modspring Limited	2 ordinary shares of £2 each
	Systems Authority Limited	135,000 ordinary shares of £1 each

"Trademarks" means the trademarks set out below in which the Company has rights, title or legal interest

COUNTRY	MARK	CLASS(ES)	REGISTRATION NO	PROPRIETOR
UK	COMINO	09 / 35 / 37 / 42	2232971	Comino Limited

"Working Capital Borrowers" means Civica Holdings Limited, Civica Services Limited, Civica Systems Limited, Civica Financial Systems Limited, Flare Software Systems (UK) Limited; Comino Group Limited and Comino Limited;

"Working Capital Facility Letter" means any agreement or letter between the Working Capital Bank and the Group Companies (or a Group Company) including the letter dated 19 April 2006 setting out the additional terms and conditions on which the Working Capital Bank is making the Working Capital Facility and any other overdraft and/or other ancillary working capital facilities available to the relevant Group Company or Group Companies (as the case may be) as the same may be supplemented, varied, replaced or increased from time to time.

FILE COPY



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No. 01327534

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A GUARANTEE AND DEBENTURE DATED THE 19th APRIL 2006 AND CREATED BY COMINO LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO THE ROYAL BANK OF SCOTLAND PLC (THE "SECURITY TRUSTEE") ACTING AS SECURITY TRUSTEE FOR ITSELF AND EACH OF THE FINANCE PARTIES 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 22nd APRIL 2006.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 27th APRIL 2006.

A handwritten signature in black ink, appearing to be 'P' followed by a flourish.



Companies House

— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES