

# MG01

## Particulars of a mortgage or charge

001654/364



### 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 register  
particulars of a charge on a  
company. To do this, use form  
MG01s

WEDNESDAY



A20 23/05/2012 #291  
COMPANIES HOUSE

### 1 Company details

Company number 02792640

Company name in full MEMBERTRACK LIMITED (the "Company")

For official use

**Filing 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 01/05/2012

### 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 A debenture (the "Debenture") between the Company and the Bank of Montreal, as administrative  
agent for the Lenders (the "Agent")

### 4 Amount secured

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

Amount secured Please see attached continuation page

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

## MG01 - continuation page

### Particulars of a mortgage or charge

| 4              | Amount secured   | Page 1 of 1<br>IH-11456021 |
|----------------|--|----------------------------|
| Amount secured | <p data-bbox="336 421 1029 454">Please give us details of the amount secured by the mortgage or charge</p> <p data-bbox="336 477 1444 831">All present and future obligations and liabilities (whether actual or contingent) of whatsoever nature of the Company to the Agent and the Lenders under each Loan Document whether owed jointly or severally and whether as principal, guarantor, indemnitor or in any other capacity (together with costs, charges and expenses incurred by the Agent, Receiver, attorney, manager, agent or other person, in the preparation, perfection and enforcement of security or other agreements held by the Agent in respect of such indebtedness, liabilities and obligations, and interest thereon), and any unpaid balance thereof but excluding any obligation or liability which, if it were so included, would result in the Debenture contravening any law specifically including for greater certainty all Guarantees provided by it which comprise part of the Security and all its other obligations to the Agent and the Lenders which it may from time to time acknowledge in writing are secured hereby (the "Secured Obligations")</p> <p data-bbox="336 862 1362 891">Terms not defined above shall have the meaning given to them elsewhere in this form MG01</p> |                            |

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**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

Bank of Montreal

Address

First Canadian Place, Toronto, Ontario, Canada

Postcode

M 5 X 1 A 1

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

Please see attached continuation pages

# MG01 - continuation page

## Particulars of a mortgage or charge

|                   |  |                            |
|-------------------|--|----------------------------|
| 6                 | <b>Short particulars of all the property mortgaged or charged</b><br>Please give the short particulars of the property mortgaged or charged  | Page 1 of 2<br>IH-11456022 |
| Short particulars | <p><b>1 FIXED AND FLOATING CHARGES</b></p> <p><b>1 1 Fixed Charge</b></p> <p>The Company, with full title guarantee and as security for the full payment and performance of all the Secured Obligations, charges and agrees to charge, by way of first fixed charge to the Agent all of the Company's rights, title and interest, present and future, in, to and under all existing and future assets owned by it</p> <p><b>1 2 Floating Charge</b></p> <p>The Company, with full title guarantee and as security for the full payment and performance of all the Secured Obligations, charges in favour of the Agent by way of floating charge all of the Company's assets and rights not otherwise effectively charged under Clause 1 1 (Fixed Charge)</p> <p><b>2 RESTRICTIONS ON DEALINGS</b></p> <p>Under Clause 5 of the Debenture, the Company must not, except as expressly allowed under the Credit Agreement</p> <p>(a) create or allow to subsist any Lien (other than the Debenture) on any Security Asset, or</p> <p>(b) sell, transfer, licence, lease or otherwise dispose of any Security Asset</p> <p><b>3 DEFINITIONS</b></p> <p>In this Form MG01</p> <p>"Borrower" means Constellation Software Inc</p> <p>"Credit Agreement" means the third amended and restated credit agreement dated 1 March 2012 with, inter alios, the Lenders and the Agent (such credit agreement as it may be further amended, restated, supplemented or otherwise modified from time to time)</p> <p>"Guarantee" means the guarantee dated on or about the date of the Debenture between the Agent and the Company</p> <p>"Lenders" has the meaning given to that term in the Credit Agreement</p> <p>"Lien" has the meaning given to that term in the Credit Agreement</p> <p>"Loan Documents" has the meaning given to that term in the Credit Agreement</p> <p>"Receiver" means an administrative receiver, a receiver and manager or (if the Agent so specified in the relevant appointment) a receiver, in all cases appointed under the Debenture</p> |                            |

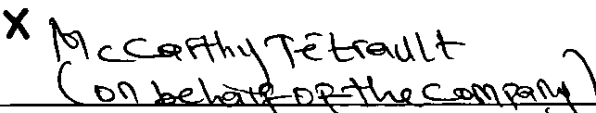
# MG01 - continuation page

## Particulars of a mortgage or charge

| 6                 | Short particulars of all the property mortgaged or charged   |                            |
|-------------------|--|----------------------------|
|                   | Please give the short particulars of the property mortgaged or charged   | Page 2 of 2<br>IH-11456023 |
| Short particulars | <p>3 DEFINITIONS (continued)</p> <p>"Security" has the meaning given to it in the Credit Agreement</p> <p>"Security Assets" means all assets, rights and properties of the Company which are the subject of any Lien created by or pursuant to the Debenture</p> |                            |

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## Particulars of a mortgage or charge

|                                  |   |  |
|----------------------------------|---|--|
| <b>7</b>                         | <b>Particulars as to commission, allowance or discount (if any)</b><br><br>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 <ul style="list-style-type: none"> <li>- subscribing or agreeing to subscribe, whether absolutely or conditionally, or</li> <li>- procuring or agreeing to procure subscriptions, whether absolute or conditional,</li> </ul> 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 | N/A   |  |
| <b>8</b>                         | <b>Delivery of instrument</b><br><br>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)<br><br>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) |  |
| <b>9</b>                         | <b>Signature</b><br><br>Please sign the form here<br><br><div style="border: 1px solid black; padding: 5px;">           Signature<br/> <div style="display: flex; justify-content: space-between;"> <span>X</span> <span>X</span> </div>  </div> This form must be signed by a person with an interest in the registration of the charge   |  |

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## Particulars of a mortgage or charge

### 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 Ref Ibi Heinanen - 11456677

Company name McCarthy Tétrault

Address 26th Floor, 125 Old Broad Street

Post town London

County/Region

Postcode E C 2 N 1 A R

Country UNITED KINGDOM

DX

Telephone 020 7786 5700

### 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](http://www.companieshouse.gov.uk) or email [enquiries@companieshouse.gov.uk](mailto: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](http://www.companieshouse.gov.uk)



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

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

**COMPANY NO. 2792640  
CHARGE NO. 2**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES  
HEREBY CERTIFIES THAT A DEBENTURE DATED 11 MAY 2012  
AND CREATED BY MEMBERTRACK LIMITED FOR SECURING  
ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY  
TO THE AGENT AND THE LENDERS 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 23 MAY 2012

GIVEN AT COMPANIES HOUSE, CARDIFF THE 28 MAY 2012

P



*Companies House*  
— for the record —



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES