

MG02

Statement of satisfaction in full or in part of mortgage or charge



✓ **What this form is for**
You may use this form to register a
statement of satisfaction in full or in
part of a mortgage or charge.

✗ **What this form is NOT for**
You cannot use this form to register
a statement of satisfaction in full or
in part of a fixed charge or a
company registered in Scotland.
If you do this, please use form

THURSDAY



LD3 *L10CT37D* 12/01/2012 #48

COMPANIES HOUSE

1 Company details

Company number 0 4 0 2 3 1 4 0
Company name in full COMPUTER SOFTWARE GROUP LIMITED

2 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 Creation of charge

Date charge created 0 2 1 0 2 0 0 7

Description 1 DEBENTURE

Date of registration 2 1 5 0 2 0 0 7

1 You should give a description of
the instrument (if any) creating or
evidencing the charge,
e.g. 'Legal charge'

2 The date of registration may be
confirmed from the certificate

3 Name and address of chargee(s), or trustee(s) for the debenture holders

Please give the name and address of the chargee(s), or trustee(s) for the
debenture holders

Name CITIBANK, N A (the "Security Trustee")

Address 25 CANADA SQUARE, CANARY WHARF

LONDON

Postcode E 1 4 5 L B

Name

Address

Postcode

Name

Address

Postcode

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

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4

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

SEE ATTACHED

5

Satisfaction of the debt

I confirm that the debt for which the charge described above was given has been paid or satisfied ①

- ☒ In full
☐ In part

① Please tick one box only

6

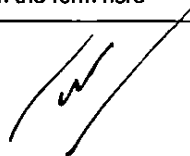
Signature

Please sign the form here

Signature

Signature

X



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. The contact information you give will be visible to searchers of the public record

Contact name PAUL DOE

Company name LINKLATERS LLP

Address ONE SILK STREET

Post town LONDON

County/Region LONDON

Postcode E C 2 Y 8 H Q

Country UNITED KINGDOM

DX 10 CDE

Telephone 02074562000



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 completed the charge details in Section 2
- ☐ You have completed the name and address of the chargee, or trustee for the debenture holders
- ☐ You have completed the short particulars of the property mortgaged or charged
- ☐ You have confirmed whether the charge is to be satisfied in full or in part
- ☐ You have signed the form



Important information

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



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

***Schedules to Form 395 relating to the Debenture entered into by ChantSoftware Limited
(Company No. 02887401) (the "Company") and Citibank, N.A. (the "Security Trustee")
dated 9 September 2009***

SCHEDULE 1

DEFINITIONS

In this form 395

"Accession Deed" means the deed dated 9 September 2009 between the Security Trustee and the companies listed therein, including the Company

"Accession Letter" means the letter dated 9 September 2009 between the Agent and the companies listed therein, including the Company.

"Accounts" means any account opened or maintained by the Company with the Security Trustee or any other person (and any replacement account or subdivision or subaccount of that account), the debt or debts represented thereby and all Related Rights

"Affiliate" of any specified person means any other person, directly or indirectly, controlling or controlled by or under direct or indirect common control with such specified person. For the purposes of this definition, **"control"** when used with respect to any person means the power to direct the management of such person, directly or indirectly, whether through the ownership of voting securities, by contract or otherwise, and the terms **"controlling"** and **"controlled"** have meanings correlative to the foregoing

"Agent" means Citibank International plc and any Mezzanine Agent.

"Ancillary Document" means each document relating to or evidencing the terms of an Ancillary Facility.

"Ancillary Facility" means any of the following made available by an Ancillary Lender.

- (a) an overdraft facility,
- (b) a guarantee, bonding, documentary or stand-by letter of credit facility,
- (c) a short term loan facility;
- (d) a derivatives facility,
- (e) a foreign exchange facility, or
- (f) any other facility or accommodation required in connection with the business of the group and which is agreed by Software (Bidco) Limited with an Ancillary Lender

"Ancillary Lender" means each Senior Lender (or Affiliate of a Senior Lender) which makes available an Ancillary Facility.

"Arranger" means each of Citigroup Global Markets Limited and Credit Suisse

"Charged Property" means all of the assets of the Obligors which from time to time are, or are expressed to be, the subject of the Transaction Security

"Creditors" means the Senior Creditors and the Mezzanine Creditors

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

"Fee Letter" means

- (a) any letter or letters dated on or about the date of the Senior Facilities Agreement between the Arranger and Software (Bidco) Limited (or the Agent and Software (Bidco) Limited or the Security Trustee and Software (Bidco) Limited) setting out any of the fees referred to in the Senior Facilities Agreement, and
- (b) any agreement setting out fees payable to a Finance Party referred to in the Senior Facilities Agreement or under any other Senior Finance Document.

"Finance Documents" means the Senior Facilities Agreement, the Mandate Letter, any accession letter by which a company accedes to the Senior Facilities Agreement as an additional borrower and/or guarantor (including the Accession Letter), the Accession Deed, any Ancillary Document, any compliance certificate, any Fee Letter, any Hedging Agreement, the Hedging Letter, the Hedging Side Letter, the Intercreditor Agreement, any resignation letter from an Obligor in relation to the Senior Facilities Agreement, any interest period selection notice, any Security Document, the Holdco Guarantee, any utilisation request under the Senior Facilities Agreement, the Mezzanine Finance Documents, any assignment agreement and lender accession undertaking under the Senior Facilities Agreement by which an existing lender assigns its obligations to a new lender, the Parent Junior Subordinated Intercompany Loan and any other document designated as a "Finance Document" by the Agent and Software (Bidco) Limited, or the Security Trustee and Software (Bidco) Limited

"Finance Party" means the Agent, the Arranger, the Security Trustee, a Lender, the Issuing Bank, a Hedge Counterparty or any Ancillary Lender

"Hedge Counterparty" means a person which has become a party to the Intercreditor Agreement as a Hedge Counterparty in accordance with the provisions of the Intercreditor Agreement

"Hedging Agreement" means any master agreement, confirmation, schedule or other agreement in agreed form entered into or to be entered into by Software (Bidco) Limited and a Hedge Counterparty for the purpose of hedging interest rate liabilities in relation to the relevant facilities in accordance with the Hedging Letter delivered to the Agent.

"Hedging Letter" means the letter dated 3rd July 2007 between Citigroup Global Markets Limited and Credit Suisse and Software (Bidco) Limited

"Hedging Side Letter" means the letter dated 3rd July 2007 between Citigroup Global Markets Limited and Credit Suisse and Software (Bidco) Limited

"Holdco Guarantee" means the guarantee entered into by Software (Holdco 3) Limited in favour of the Security Trustee dated 3 July 2007.

"Insurance Policy" means any policy of insurance in which the Company may from time to time have an interest

"Intellectual Property" means any patents, trademarks, 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 Agreement" means the agreement dated 3 July 2007 between (1) Citibank International plc as senior agent; (2) the financial institutions named therein as senior lenders, (3) Citibank International plc as issuing bank, (4) Software (Bidco) Limited; (5) Software (Holdco 3) Limited and (6) Citibank, N A as security trustee (as amended, varied, novated or supplemented from time to time).

"Intra-Group Loans" means any loan made at any time between the companies party to the Debenture including, for the avoidance of doubt, the intra-group loan agreement dated on or about the same date as the Debenture between the companies as lenders and, amongst others, the Parent as borrower.

"Investments" means

- (a) any stocks, shares, debentures, securities and certificates of deposit (but not including the Shares);
- (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 the Company or by any trustee, nominee, fiduciary or clearance system on its behalf and all Related Rights (including all rights against any such trustee, nominee, fiduciary or clearance system)

"Issuing Bank" means Citibank International plc and any other Lender which has notified the Agent that it has agreed to Software (Bidco) Limited's request to be an Issuing Bank pursuant to the terms of the Senior Facilities Agreement provided that, in respect of a Letter of Credit issued or to be issued pursuant to the terms of the Senior Facilities Agreement, the "Issuing Bank" shall be the Issuing Bank which has issued or agreed to issue that Letter of Credit.

"Lender" means:

- (a) any original Lender, and

- (b) any bank, financial institution, trust, fund or other entity which has become a party to the Senior Facilities Agreement (in accordance with its terms),

which in each case has not ceased to be a party to the Senior Facilities Agreement (in accordance with its terms)

"Letter of Credit" means

- (a) a letter of credit, substantially in the form prescribed in the Senior Facilities Agreement or in any other form requested by Software (Bidco) Limited and agreed by the Agent and the Issuing Bank, or
- (b) any guarantee, indemnity or other instrument in a form requested by a borrower under the Senior Facilities Agreement (or Software (Bidco) Limited on its behalf) and agreed by the Agent and the Issuing Bank

"Liabilities" means all present and future liabilities and obligations at any time of any Obligor or Software (Holdco 3) Limited to any Creditor or Parent, both actual and contingent and whether incurred solely or jointly or in any other capacity together with any of the following matters relating to or arising in respect of those liabilities and obligations

- (a) any refinancing, novation, deferral or extension;
- (b) any claim for damages or restitution, and
- (c) any claim as a result of any recovery by any Obligor or Software (Holdco 3) Limited of a payment or discharge on the grounds of preference,

and any amounts which would be included in any of the above but for any discharge, non-provability or unenforceability of those amounts in any insolvency or other proceedings.

"Mandate Letter" means the letter dated 22 June 2007 between the Arranger and Software (Bidco) Limited

"Mezzanine Agent" means each entity appointed as agent for any Mezzanine Lenders under any Mezzanine Facility Agreement and which becomes a party in such capacity in accordance with the terms of the Intercreditor Agreement

"Mezzanine Creditors" means the Mezzanine Lenders and each Mezzanine Agent

"Mezzanine Facility" means a mezzanine loan facility provided to Software (Bidco) Limited

- (a) which is on prevailing market terms for mezzanine loan facilities (as at the time it is made available),
- (b) which is not guaranteed by any other person other than Software (Holdco 3) Limited or a member of the group which is a guarantor of the Senior Liabilities,
- (c) where each person which is a lender of such facility has become a party to the Intercreditor Agreement as a Mezzanine Lender and/or where each person that is an

agent for any such persons has become a party to the Intercreditor Agreement as a Mezzanine Agent.

"Mezzanine Facility Agreement" means any agreement under which a Mezzanine Facility is made available.

"Mezzanine Finance Documents" means each Mezzanine Facility Agreement, each fees letter relating thereto, the Security Documents and the Intercreditor Agreement.

"Mezzanine Lender" means each financial institution acting as a lender under any Mezzanine Facility which becomes a party to the Intercreditor Agreement

"Monetary Claims" means any book and other debts and monetary claims owing to the Company and any proceeds of such debts and claims (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 the Company is a party and any other assets, property, rights or undertaking of the Company).

"Mortgage" means a mortgage or legal charge in respect of all or part of the Real Property in accordance with the Senior Facilities Agreement.

"Obligor" means each original obligor under the Senior Facilities Agreement and any subsidiary of Software (Holdco 3) Limited which becomes an obligor in accordance with the terms of the Senior Facilities Agreement.

"Parent" means Software (Holdco 3) Limited or any entity of which Software (Bidco) Limited at any time is or becomes, directly or indirectly a Subsidiary

"Parent Junior Subordinated Intercompany Loan" means any loan of the proceeds of any indebtedness from a Parent to Software (Bidco) Limited which is subject to the Intercreditor Agreement.

"Real Property" means

- (a) any heritable freehold, leasehold or immovable property, 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,
- (c) and includes all Related Rights

"Receiver" means a receiver or receiver and manager or administrative receiver of the whole or any part of the Charged Property

"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

"Secured Obligations" means the amount secured by the Debenture or charge as set out in Schedule 2 of this Form 395

"Secured Parties" means the Security Trustee, any Receiver or Delegate, and each of the Creditors from time to time which are party to the Intercreditor Agreement

"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 Documents" means each of the following documents

- (a) the debenture executed by Software (Bidco) Limited,
- (b) the share charge issued by Software (Holdco 3) Limited;
- (c) any security documents which, subject to the agreed security principles in the Senior Facilities Agreement, are required by the Agent to be executed by the relevant Obligor,
- (d) any security documents which, subject to the agreed security principles, are required by the Agent to be executed by any proposed additional Obligor (including the Debenture);
- (e) each of the documents entered into by Software (Bidco) Limited or any of its Subsidiaries creating or evidencing security on the property or assets of Software (Bidco) Limited or of any of its Subsidiaries for the benefit of any of the Lenders as amended, modified, restated, supplemented or replaced from time to time,
- (f) any other documents entered into at any time by any of the Obligor or Software (Holdco 3) Limited creating any guarantee, indemnity, Security or other assurance against financial loss in favour of any of the Secured Parties as security for any of the Secured Obligations, and
- (g) any Security granted under any covenant for further assurance in any of the documents set out in (a) to (f) above

"Senior Agent" means Citibank International plc

"Senior Creditors" means the Lenders, the Agent and the Hedge Counterparties.

"Senior Facilities Agreement" means the senior facilities agreement dated 3 July 2007 between (1) Software (Bidco) Limited; (2) the subsidiaries of Software (Bidco) Limited named therein as original borrowers, (3) the subsidiaries of Software (Bidco) Limited named therein as original guarantors, (4) Citigroup Global Markets Limited and Credit Suisse as arranger;

(5) the financial institutions named therein as original lenders; (6) Citibank International plc as agent; (7) Citibank, N.A. as security trustee and (8) Citibank International plc as issuing bank (as amended, varied, novated or supplemented from time to time)

"Senior Finance Documents" means the Senior Facilities Agreement, the Mandate Letter, any accession letter by which a company accedes to the Senior Facilities Agreement as an additional borrower and/or guarantor (including the Accession Letter), the Accession Deed, any Ancillary Document, any compliance certificate, any Fee Letter, any Hedging Agreement, the Hedging Letter, the Hedging Side Letter, the Intercreditor Agreement, any resignation letter from an Obligor in relation to the Senior Facilities Agreement, any interest period selection notice, any Senior Security Document, the Holdco Guarantee, any utilisation request under the Senior Facilities Agreement, any assignment agreement and lender accession undertaking under the Senior Facilities Agreement by which an existing lender assigns its obligations to a new lender and any other document designated as a "Finance Document" by the Agent and Software (Bidco) Limited

"Senior Lender" means each Lender, each Issuing Bank and each Ancillary Lender.

"Senior Liabilities" means the Liabilities owed by the Obligors and Software (Holdco 3) Limited to the Senior Creditors under or in connection with the Senior Finance Documents

"Senior Security Documents" means each of the following documents

- (a) the debenture executed by Software (Bidco) Limited;
- (b) the share charge issued by Software (Holdco 3) Limited,
- (c) any security documents which, subject to the agreed security principles in the Senior Facilities Agreement, are required by the Agent to be executed by the relevant Obligors;
- (d) any security documents which, subject to the agreed security principles, are required by the Agent to be executed by any proposed additional Obligor (including the Debenture); and
- (e) each of the documents entered into by Software (Bidco) Limited or any of its Subsidiaries creating or evidencing security on the property or assets of Software (Bidco) Limited or of any of its Subsidiaries for the benefit of any of the Lenders as amended, modified, restated, supplemented or replaced from time to time

"Shares" means all shares held by, to the order or on behalf of the Company at any time including the shares listed in the Debenture.

"Specific Contracts" means the Intra-Group Loans

"Subsidiary" means in relation to any company or corporation, a company or corporation:

- (a) which is controlled, directly or indirectly, by the first mentioned company or corporation,
- (b) more than half the issued share capital of which is beneficially owned, directly or indirectly by the first mentioned company or corporation, or
- (c) which is a Subsidiary of another Subsidiary of the first mentioned company or corporation,

and for this purpose, a company or corporation shall be treated as being controlled by another if that other company or corporation is able to direct its affairs and/or to control the composition of its board of directors or equivalent body.

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

"Transaction Security" means the Security created or expressed to be created under or pursuant to the Security Documents

SCHEDULE 2
AMOUNT SECURED BY THE MORTGAGE OR CHARGE

The Company has covenanted with the Security Trustee as trustee for the Secured Parties that it shall on demand of the Security Trustee discharge all obligations which each Obligor may at any time have to the Security Trustee (whether for its own account or as trustee for the Secured Parties) or any of the other Secured Parties under or pursuant to the Finance Documents (including the Debenture and any Mortgage) including any liability in respect of any further advances made under the Finance Documents, whether present or future, actual or contingent (and whether incurred solely or jointly and whether as principal or as surety or in some other capacity) and the Company shall pay to the Security Trustee when due and payable every sum at any time owing, due or incurred by the Company or any Obligor to the Security Trustee (whether for its own account or as trustee for the Secured Parties) or any of the other Secured Parties in respect of any such liabilities **provided that** no covenant or security constituted by the Debenture or any Mortgage extends to or includes any liability or sum which would cause such covenant or security to be unlawful or prohibited by any applicable law.

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SCHEDULE 3
SHORT PARTICULARS OF ALL THE PROPERTY MORTGAGED OR CHARGED

Assignments, Fixed And Floating Charges

In the Debenture the Company:

- (a) charged with full title guarantee in favour of the Security Trustee as trustee for the Secured Parties with the payment and discharge of the Secured Obligations by way of first fixed charge (which so far as it relates to land in England and Wales vested in the Company at the date of the Debenture shall be a charge by way of legal mortgage) all the Company's right, title and interest from time to time in and to each of the following assets
 - (i) the Real Property;
 - (ii) the Tangible Moveable Property,
 - (iii) the Accounts,
 - (iv) the Intellectual Property,
 - (v) any goodwill and rights in relation to the uncalled capital of the Company;
 - (vi) the Investments;
 - (vii) the Shares, all dividends, interest and other monies payable in respect of the Shares and all other Related Rights (whether derived by way of redemption, bonus, preference, option, substitution, conversion or otherwise), and
 - (viii) 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
- (b) assigned and agreed to assign absolutely with full title guarantee to the Security Trustee as trustee for the Secured Parties as security for the payment and discharge of the Secured Obligations all of the Company's right, title and interest from time to time in and to (subject to obtaining any necessary consent to that assignment from any third party) the Specific Contracts (where applicable)
- (c) charged with full title guarantee in favour of the Security Trustee as trustee for the Secured Parties with the payment and discharge of the Secured Obligations by way of first floating charge all present and future assets and undertaking of the Company

The Debenture provides that the floating charge created by the Debenture shall be deferred in point of priority to all fixed Security validly and effectively created by the

Company under the Finance Documents in favour of the Security Trustee as trustee for the Secured Parties as security for the Secured Obligations

Paragraph 14 of Schedule B1 to the Insolvency Act 1986 applies to the floating charge created pursuant to the Debenture

FURTHER ASSURANCE

The Debenture contains covenants for further assurance

NEGATIVE PLEDGE

The Debenture contains a negative pledge