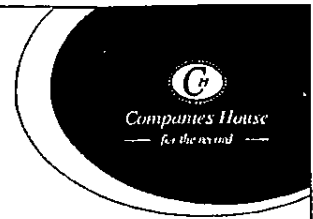


MG02

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 for
company registered in Scotland.
If you do this, please use form MG02.

THURSDAY



A46 *AKWJYGNA* 272
14/01/2010
COMPANIES HOUSE

A30 *AODASGE7* 122
05/01/2010
COMPANIES HOUSE

1 Company details

Company number 04628230
Company name in full SEEWHY SOFTWARE LIMITED

Filing 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 15 06 2007
Description DEBENTURE
Date of registration 26 06 2007

**You should give a description of
the instrument (if any) creating or
evidencing the charge,
e.g. 'Legal charge'.**
**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 PENTA CAPITAL PARTNERS LIMITED
Address 150 ST VINCENT STREET, GLASGOW

Postcode

Name

Address

Postcode

Name

Address

Postcode

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

MG02

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

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

PLEASE SEE CONTINUATION PAGES

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.

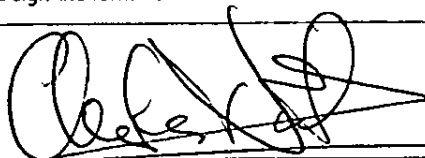
6

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.

MG02

Statement of satisfaction in full or in part of 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. The contact information you give will be visible to searchers of the public record.

Contact name	
Company name	ORRICK HERRINGTON & SUTCLIFFE
	(EUROPE) LLP
Address	9th FLOOR, 107 CHEAPSIDE
Post town	LONDON
County/Region	
Postcode	EC2V6DN
Country	
DX	
Telephone	020 7862 4600



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,
First Floor, Waterfront Plaza, 8 Laganbank Road,
Belfast, Northern Ireland, BT1 3BS.
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

MG02 - continuation page

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

4	Short particulars of all the property mortgaged or charged
	Please give the short particulars of the property mortgaged or charged.
Short particulars	<p>Short particulars of all the property or charged</p> <p>1. The Charging Company charges with full title guarantee with the payment and discharge to the Security Trustee (as agent and trustee for the Secured Parties) of all the Secured Liabilities</p> <p>(a) by way of first fixed charge all its estates and interests in any freehold or leasehold property at the date of the Debenture or at any time thereafter belonging to it together with all its present and future buildings and fixtures (including trade fixtures) and fixed plant and machinery from time to time thereon and therein,</p> <p>(b) by way of first fixed charge all its plant, machinery, vehicles and other equipment at the date of the Debenture or at any time thereafter owned it together with the benefit of any obligations and warranties given to it by the manufacturer or supplier of such plant, machinery, vehicles or other equipment and the benefit of all maintenance agreements entered into between it and any other person in respect of such plant, machinery, vehicles and other equipment</p> <p>(c) by way of first fixed charge all its Investment Interests,</p> <p>(d) by way of first fixed charge all its licences and patents (including applications and the rights to apply therefor), copyrights, rights in trademarks whether registered or not, trade names, rights in service marks whether registered or not, registered designs, business names, design rights, moral rights, inventions, know-how and rights in confidential information at the date of the Debenture or at any time belonging to it,</p> <p>(e) by way of first fixed charge its goodwill and uncalled capital both present and future,</p> <p>(f) by way of first fixed charge the book debts and monetary claims due or owing to it in any manner whatsoever both present and future,</p> <p>(g) by way of first fixed charge all balances standing to the credit of any of its current, deposit or other account with the Security Trustee or any other Secured Party or with other banks, lenders, financial institutions or similar third parties and the debt or debts represented thereby, other than any such balances to the extent effectively assigned to the Security Trustee under the Debenture,</p> <p>(h) by way of first fixed charge all its benefits in respect of all contracts and policies of insurance which are from time to time taken out by it or (to the extent of such interest) in which it has an interest, other than any such benefits to the extent effectively assigned to the Security Trustee under the Debenture, and</p> <p>(i) by way of first floating charge its undertaking and all its property and assets both present and future (including, without limitation, any property or assets situated in Scotland or governed by Scots law), other than any property or assets effectively mortgaged, charged by way of fixed charge or assigned to the Security Trustee under the Debenture</p> <p>2. The Charging Company covenants that (without the prior consent of the Security Trustee) it shall not create (or permit to subsist) any Security over all or any part of its present or future revenues or assets other than Permitted Encumbrances</p>

MG02 - continuation page

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

4	Short particulars of all the property mortgaged or charged
	Please give the short particulars of the property mortgaged or charged.
Short particulars	<p>3. A Secured Party may set-off any matured obligation due from the Charging Company under the Finance Documents (to the extent beneficially owned by that Secured Party) against any matured obligation owed by that Secured Party to the Charging Company, regardless of the place of payment, booking branch or currency of either obligation. If the obligations are in different currencies, the Secured Party may convert either obligation at a market rate of exchange in its usual course of business for the purpose of the set off</p> <p>4. Paragraph 14 of Schedule B1 to the Insolvency Act 1986 applies to the floating charge created by the Debenture</p> <p>The terms and expressions used in this Companies House Form MG02 have the meanings set out below</p> <p>"Charging Company" means SeeWhy Software Limited, a company incorporated in England and Wales with limited liability (Reg No 04628230) having its registered office at 40 Alma Road, Windsor, Berkshire SL4 3HJ</p> <p>"Enforcement Deed" means the enforcement deed entered into between the Charging Company, the Lenders and the Security Trustee on or around the date of the Debenture</p> <p>"Facility Letter" means the facility letter from the Lenders and the Security Trustee to the Charging Company and the Manager (as defined therein) on or around the date of the Debenture</p> <p>"Finance Documents" means the Facility Letter, the Security Documents and the Enforcement Deed</p> <p>"Group" means any parent of the Charging Company from time to time, each of its holding companies and each subsidiary of it and/or each of its holding companies from time to time and "member of the Group" shall be construed accordingly</p> <p>"Investment Interests" means all shares and stock in the capital of any company (other than the Shares), debentures, securities, certificates or deposits, interests in collective investment schemes, warrants, options and any other rights to subscribe for or acquire any such investments after the date of the Debenture owned by the Charging Company or held for or on behalf of the Charging Company in any manner whatsoever or in which it otherwise has an interest together in all cases with all rights arising in relation thereto</p> <p>"Lenders" means</p> <p>(1) Pentech Fund IA Limited Partnership, Pentech Fund IB Limited Partnership and Pentech Fund I Co-Investment Limited Partnership of 150 St Vincent Street, Glasgow G2 5NE,</p> <p>(2) Delta Equity Fund II Limited Partnership, Fujitsu Building South, County Business Park, Leopardstown, Dublin 18, and</p> <p>(3) Logispring Investment Fund NV/SA, Woluwedal 20, 8-1932 Sint-Stevens, Woluwe, Belgium</p> <p>"Obligor" means any person which is or has been a member of the Group and which has or which will have any liability (actual or contingent) and whether alone or jointly with any other person and whether as principal debtor, guarantor or surety or otherwise (or as the equivalent obligor under the laws of any other jurisdiction) to the Security Trustee and the Secured Parties (or any of them) for the payment or repayment of any amounts outstanding or capable of becoming outstanding under the Finance Documents</p>

MG02 - continuation page

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

4	Short particulars of all the property mortgaged or charged
	Please give the short particulars of the property mortgaged or charged.
Short particulars	<p>"Permitted Encumbrances" means any lien arising by operation of law or any retention of title right in each case arising in the ordinary course of business, including retention of title by suppliers in respect of goods for sale in the ordinary course of business and liens in favour of other financial institutions arising in connection with the Charging Company's deposit accounts held at such institutions</p> <p>"Secured Parties" means the Lenders or any of them as the context requires and "Secured Party" shall be construed accordingly</p> <p>"Secured Liabilities" means the amounts secured by the Debenture more particularly described in Appendix A</p> <p>"Security Documents" means any document entered into by any person from time to time creating any security right in respect of the Secured Liabilities including, without limitation, the Debenture</p> <p>"Security Trustee" means Penta Capital Partners Limited of 150 St Vincent Street, Glasgow G2 5NE as agent and trustee for itself and for each of the other Secured Parties on the terms and conditions set out in the Enforcement Deed (in such capacity as agent and trustee referred to as the "Security Trustee" (which expression shall include the person appointed as the Security Trustee at the date of the Debenture or any security trustee appointed for the purpose of, and in accordance with, the Enforcement Deed)).</p>