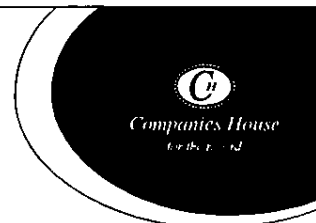


# MG02

## 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**

You cannot use this form  
a statement of satisfaction  
or in part of a fixed charge  
company registered in Scotland  
do this, please use form N

TUESDAY



A06 \*A0ZS9YOY\* #109  
03/01/2012  
COMPANIES HOUSE

### 1 Company details

Company number 0 6 1 1 3 2 8 4

Company name in full VELTI M-TELECOM LIMITED

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 Creation of charge

Date charge created 2 6 0 6 2 0 0 9

Description ① DEBENTURE

Date of registration ② 4 3 0 7 2 0 0 9

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 THOR LUXEMBOURG SARL

Address 412F, Route d'Esch

Luxembourg

Postcode L 2 0 8 6

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

All and any moneys, obligations and liabilities now or in the future due, owing or incurred from the Chargor to the Chargee under or pursuant to the Finance Documents in the Charge including any liability in respect of any further advances made under the Finance Documents, both actual and contingent and whether incurred solely or jointly and as principal or surety or in any other capacity (the "Secured Liabilities")

See Part 2 of the attached Schedule for definitions

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

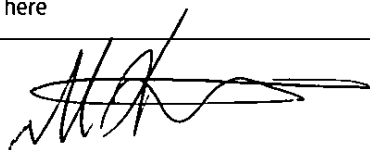
**Signature**

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 **Maria Chaldaiou**

Company name **Velti SA**

Address **44, Kifissias Avenue**

**Maroussi**

Post town **Athens**

Country/Region

Postcode 

1	5	1	2	5			
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Country **Greece**

DX

Telephone **0030-2106378953**



### 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](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)**

## **SCHEDULE**

### **Part 1 - Particulars of the property mortgaged or charged**

#### **1. SECURITY**

##### **1.1 Fixed Charges:**

- (a) **Real Property:** The Chargor charges:
  - (i) by way of first legal mortgage the Scheduled Real Property and all other Real Property in England or Wales now belonging to it, and
  - (ii) by way of first fixed charge all its rights, title and interest now or subsequently belonging to it in Real Property not mortgaged pursuant to paragraph (i) above;
- (b) **Investments.** The Chargor charges.
  - (i) by way of first fixed charge all its rights, title and interest in the Scheduled Investments and all other Investments now belonging to it; and
  - (ii) by way of first fixed charge all its rights, title and interest in all Investments now or subsequently belonging to it not referred to in paragraph (i) above;
- (c) **Monetary Claims and Related Rights:** The Chargor charges by way of first fixed charge all its rights, title and interest now or subsequently in all Monetary Claims and all Related Rights (other than any Monetary Claims and Related Rights in relation to Excluded Receivables), including, without limitation, all Intercompany Receivables (except to the extent that such assets are for the time being effectively charged pursuant to paragraph (e) below or effectively assigned by way of security pursuant to 1.2 (*Assignment by way of Security*));
- (d) **Intellectual Property:** The Chargor charges by way of first fixed charge all its rights, title and interest now or subsequently in Intellectual Property including, without limitation, the Scheduled Intellectual Property (other than any Intellectual Property which is for the time being effectively assigned by way of security pursuant to 1.2 (*Assignment of way of Security*));
- (e) **Bank Accounts:** The Chargor charges by way of first fixed charge all its rights, title and interest now or subsequently in the Bank Accounts;

- (f) **Insurance Policies** The Chargor charges by way of first fixed charge all its rights, title and interest now or subsequently in the Insurance Policies and all Related Rights (except to the extent that such assets are for the time being effectively assigned by way of security pursuant to 1.2 (*Assignment by way of Security*));
- (g) **Personal Chattels:** The Chargor charges by way of first fixed charge all its rights, title and interest now or subsequently in the Personal Chattels;
- (h) **Goodwill and uncalled capital** The Chargor charges by way of first fixed charge all its rights, title and interest now or subsequently in.
  - (i) all its uncalled capital, and
  - (ii) all its goodwill

## 1.2 Assignment by way of Security

- (a) The Chargor hereby assigns and agrees to assign absolutely (subject to the right to reassignment on redemption pursuant to Clause 16.11 of the Charge (*Redemption*)) all rights, title and interest present or future of the Chargor in respect of:
  - (i) the Intercompany Receivables together with the benefit of all its rights, claims and remedies in respect of such Intercompany Receivables and any Security granted in connection with such Intercompany Receivables, and
  - (ii) all rights and claims in respect of the Relevant Accounts

## 1.3 Floating Charge

- (a) The Chargor charges by way of first floating charge its undertaking and all its assets both present and future other than any Excluded Receivables Excluded Investments and any other asset in England and Wales effectively mortgaged, charged or assigned under 1.1 (*Fixed Charges*) or 1.2 (*Assignment by way of Security*) including any assets comprised within the Charge which is reconverted under 3.8 in the Charge (*Reconversion*) and any immoveable property of the Chargor in Scotland and any assets in Scotland falling within any of the types mentioned in 1.1 (*Fixed Charges*). The floating charge created by the Chargor under 1.3(a) shall be a qualifying floating charge for the purposes of paragraph 14 of Schedule B1 of the Insolvency Act 1986
- (b) The floating charges created by this 1.3 (*Floating Charge*) shall be deferred in point of priority to all fixed Security validly and effectively

created by the Chargor under the Finance Documents in the Charge in favour of the Chargee as Security for the Secured Liabilities

## **2. NEGATIVE PLEDGE**

Subject to Clause 5.3 of the Charge (*Monetary Claims*), except with the consent of the Chargee (such consent not to be unreasonably withheld or delayed):

- (a) the Chargor shall not create nor permit to be outstanding any Security over any Charged Assets save as expressly permitted pursuant to the Facilities Agreement;
- (b) the Chargor shall not sell, transfer, assign, lease, hire out, grant, lend or otherwise dispose of any of the Charged Assets or the equity of redemption therein or permit any person to do any such thing except as permitted pursuant to the terms of the Charge and the Facilities Agreement; and

## **Part 2 - Definitions**

**"Bank Account"** means any account with any bank or financial institution in which the Chargor now or in the future has an interest including any replacement or substitute account or subdivision or sub account of that account, and to the extent of such interest, all credit balances now or in the future on such account and all Related Rights,

**"Charged Assets"** means the assets and undertakings from time to time which are the subject of any Security created or purported to be created by or pursuant to the Charge and, where the context permits, the proceeds of sale of such assets;

**"Charges"** means Security from time to time created or expressed to be created by or pursuant to the Deed;

**"Derivative Rights"** include:

- (a) all rights relating to investments which are deposited with or registered in the name of the Chargee, depositary, custodian, nominee, fiduciary, investment manager or clearing system or other similar person or its nominee, in each case whether or not on a fungible basis (including rights against such person); and
- (b) all other rights or cash or other assets attaching or relating to or accruing or offered on or deriving now or subsequently from investment of such rights (whether by way of redemption, conversion, exercise or option rights, substitution, exchange, preference, bonus or otherwise),

**"Eligible Receivable"** has the meaning given to that term in the Facilities Agreement;

**"Excluded Investment"** means any Investment by any member of the Group in respect of which there exists a shareholders agreement or similar arrangement which restricts the grant of Transaction Security over such Investment by the relevant member of the Group and any other Investment which the Chargee and the Chargor agree is to be an Excluded Investment;

**"Excluded Receivables"** means

- (a) any Eligible Receivable which is factored, sold or assigned to any other person in connection with Permitted Financial Indebtedness is or is to be factored, sold or assigned pursuant to the terms of any arrangement entered into with a third party in connection with Permitted Financial Indebtedness;
- (b) any receivable falling due under any contract against which the Chargor has raised Financial Indebtedness from time to time provided such Financial Indebtedness constitutes Permitted Financial Indebtedness, and

- (c) without limiting paragraphs (a) and (b) above, any receivable that would otherwise be an Eligible Receivable identified by a lender of Permitted Financial Indebtedness (including but not limited to Permitted Financial Indebtedness owing to HSBC Bank as providing Security for any Permitted Financial Indebtedness in accordance with the arrangements surrounding any such Permitted Financial Indebtedness;

**"Facilities Agreement"** means the facilities agreement dated on or around the date of the Deed between, *inter alios*, the Chargee and the Chargor and as amended, supplemented, novated, excluded or restated from time to time;

**"Finance Documents"** has the meaning given to that term in the Facilities Agreement,

**"Financial Indebtedness"** has the meaning given to that term in the Facilities Agreement,

**"Fixtures"** means trade and other fixtures and fittings and fixed plant, machinery and other apparatus;

**"Group"** means the Chargor and the Subsidiaries of the Chargor from time to time;

**"Holding Account"** means an account.

- (a) held in England or Wales by a member of the Group;
- (b) identified in a letter between the Chargor and the Chargee as a Holding Account;  
and
- (c) subject to Security in favour of the Chargee which Security is in form and substance satisfactory to the Chargee,

(as the same may be redesignated, substituted or replaced from time to time);

**"Insurance Policy"** means any contract or policy of insurance (including life insurance or assurance) in which the Chargor may from time to time have an interest as a beneficiary under its terms to the extent it relates to the Charged Assets;

**"Intellectual Property"** means all patents, trademarks, service marks, brand and business names, copyrights (including any rights in computer software), design rights, registered designs, inventions (including any software), topography and similar rights, database rights, domain name rights, confidential information, know-how and all other intellectual property rights and interests (whether or not registered) (including, without limitation, all scheduled intellectual property) and the benefit of all applications and rights to use such assets and all Related Rights;

**"Intercompany Receivables"** means all Monetary Claims due or owing or incurred to the Chargor from or by any other member of the Group from time to time including without limitation, the Intercompany Receivable detailed in Schedule 9 of the Charge;



**"Investments" means**

- (a) any shares, stocks, debentures, certificates of deposit, securities, bonds or other securities,
- (b) all interests in collective investment schemes,
- (c) all warrants, options and other rights to subscribe or acquire any investment referred to in paragraph (a) or (b), including, without limitation, the Scheduled Investments, in each case whether held directly by the Chargor or by the Chargee, depositary, custodian, nominee, fiduciary, investment manager or clearing system on its behalf and all Related Rights (including all rights against such person) and all Derivative Rights,

provided that no such items referred to in paragraphs (a) to (c) above shall constitute an Investment if that Investment is an Excluded Investment. For the avoidance of doubt, on the date of the Charge there are no Excluded Investments

**"Mandatory Prepayment Account" means an interest-bearing account:**

- (d) held in England or Wales by the Chargor;
- (e) identified in a letter between the Chargor and the Chargee as a Mandatory Prepayment Account,
- (f) subject to Security in favour of the Chargee which Security is in form and substance satisfactory to the Chargee, and
- (g) from which no withdrawals may be made by any members of the Group except as contemplated by the Facilities Agreement,

(as the same may be redesignated, substituted or replaced from time to time),

**"Monetary Claims" means any book and other debts and monetary claims owing to the Chargor 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, any claim, return of premium or the proceeds paid or payable in respect of any Insurance Policy, any court order or judgment, any contract or agreement to which the Chargor is a party and any other assets, property, rights or undertaking of the Chargor, but excluding the Bank Accounts);**

**"Permitted Financial Indebtedness" has the meaning given to that term in the Facilities Agreement;**

**"Personal Chattels" means plant, machinery, office equipment, computers, vehicles, goods and other chattels (including all spare parts, replacements, modifications and**

additions) but not Fixtures on Real Property charged under Clause 3 2(a) of the Charge (*Real Property*) or stock in trade or work in progress and all Related Rights;

**"Real Property"** means freehold, heritable, leasehold or immovable property anywhere in the world (including, without limitation, the *Scheduled Real Property*) and any buildings, fixtures, fittings, fixed plant or machinery from time to time situated on or forming part of such property, and includes all Related Rights but excluding any leasehold property held on the basis of a short form lease;

**"Related Rights"** means, in relation to any Charged Asset.

- (a) the proceeds of sale of any part of that Charged Asset;
- (b) all rights under any licence, agreement for sale or agreement for lease in respect of that Charged Asset,
- (c) all rights, powers, benefits, claims, contracts, warranties, negotiable instruments, remedies, Security, guarantees, indemnities or covenants for title in respect of that Charged Asset; and
- (d) any moneys and proceeds paid or payable in respect of that Charged Asset;

**"Relevant Account"** means the Holding Account, the Mandatory Prepayment Account and any other Bank Account that may from time to time be identified in writing as a Relevant Account by the Chargee and the Chargor (and any replacement or substitute account or any subdivision or subaccount or renewal or redesignation of such account);

**"Scheduled Intellectual Property"** means the Intellectual Property described in Schedule 3 of the Charge (*Details of the Scheduled Intellectual Property*);

**"Scheduled Investments"** means the Investments described in Schedule 4 of the Charge (*Details of the Scheduled Investments*),

**"Scheduled Real Property"** means the Real Property described in Schedule 2 of the Charge (*Details of the Scheduled Real Property*) and all Related Rights,

**"Security"** has the meaning given to that term in the Facilities Agreement;

**"Subsidiaries"** has the meaning given to that term in the Facilities Agreement;

**"Transaction Security"** has the meaning given to that term in the Facilities Agreement