

MG01

129457 /52



Particulars of a mortgage or charge

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 for a company. To do this, please use form MG01s

THURSDAY



A06 \*A1D09GF7\* 12/07/2012 #61  
COMPANIES HOUSE

1

**Company details**

Company number 0 7 0 8 2 0 0 0

Company name in full Atego Group Limited (the "**Company**")

4

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 d0 d6 m0 m7 y2 y0 y1 y2

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 Second Lender Guarantee and Debenture dated 6 July 2012 entered into between (1) the Company as chargor and (2) Kings Arms Yard VCT PLC as second lender (the "**Second Lender**") (the "**Debenture**")

4

**Amount secured**

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

Amount secured

The liabilities of each Obligor to the Second Lender under or pursuant to the Finance Documents except for any liabilities which, if secured by the Debenture, would result in a contravention by the Company of the prohibitions in Chapter 2 (Financial assistance for purchase of own shares) of Part 18 of the Companies Act 2006 (the "**Secured Liabilities**").

(See continuation sheet)

**Continuation page**

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

**MG01**

## Particulars of a mortgage or charge

**5 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	Kings Arms Yard VCT PLC
Address	1 Kings Arms Yard, London, EC2R 7HE
Postcode	
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

- 1 1 Land  
The Company charged  
1 1 1 by way of legal mortgage its interest in the Land referred to in Schedule 1 of the Debenture (Land charged by way of legal mortgage), and  
1 1 2 by way of fixed charge any right, title or interest which it has now or may subsequently acquire to or in any other Land
- 1 2 Investments  
The Company mortgaged or (if or to the extent that the Debenture does not take effect as a mortgage) charged by way of fixed charge all Investments, including those held for it by any nominee
- 1 3 Shares  
The Company mortgaged or (if or to the extent that the Debenture does not take effect as a mortgage) charged by way of fixed charge all Shares, including those held for it by any nominee
- 1 4 Equipment  
The Company charged by way of fixed charge all Equipment in so far as it is not charged by way of legal mortgage under Clause 1 1 of the Debenture (Land)

(See continuation sheet)

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## Particulars of a mortgage or charge

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### Particulars as to commission, allowance or discount (if any)

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

- subscribing or agreeing to subscribe, whether absolutely or conditionally, or
- procuring or agreeing to procure subscriptions, whether absolute or conditional,

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 Nil

8

### Delivery of instrument

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).

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).

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### Signature

Please sign the form here

Signature

Signature

X

Stephenson Harwood LLP

X

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 Sarah Yeowart

Company name Stephenson Harwood LLP

Address 1 Finsbury Circus

Post town London

County/Region

Postcode E C 2 M 7 S H

Country

DX DX 64 Chancery Lane

Telephone 020 7809 2648



### 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)

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## Particulars of a mortgage or charge

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### Amount secured

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

Amount secured

**"Act"** means the Companies Act, 2006,

**"Borrower"** means Atego Systems Limited, a company incorporated in England and Wales with company number 03313467

**"Finance Document"** means each of

- (a) a facility agreement dated 6 July 2012 between the Borrower and the Second Lender (the **"Agreement"**),
- (b) the First Lender Loan Agreement,
- (c) the Intercreditor Deed,
- (d) the Security Documents,
- (e) any other document designated as a Finance Document by the Second Lender and the Borrower, and
- (f) any document entered into or delivered in connection with any of the documents listed in the preceding paragraphs,

**"First Lender Loan Agreement"** means a loan agreement relating to the First Lender Loan Facility entered into between the First Lender and the Borrower on 6 July 2012,

**"First Lender Loan Facility"** means a term loan facility up to the amount of the First Lender Commitment provided by the First Lender pursuant to the First Lender Loan Agreement,

**"First Lender"** means ESO Investco I S A R L ;

**"First Lender Commitment"** means seven million nine hundred and sixty five thousand Dollars US \$7,965,000,

**"Group"** means the Company, its Subsidiaries from time to time and any Subsidiaries of the Company or any other Subsidiary from time to time and "Group Company" and "member of the Group" shall be construed accordingly

**"Intellectual Property Rights"** means

- (a) any patents, petty patents, trade marks, service marks, trade names, domain names, rights in designs, software rights, utility models, database rights, copyrights, rights in the nature of copyright, and all other forms of intellectual or industrial property,
- (b) any rights in or to inventions, formulae, confidential or secret processes and information, know-how and similar rights, goodwill and any other rights and assets of a similar nature, and
- (c) any other right to use, or application to register or protect, any of the items listed in paragraphs (a) or (b) above,  
arising or subsisting in any jurisdiction and whether registered or not

**"Intercreditor Deed"** means an intercreditor deed between the First Lender and the Second Lender and acknowledged by the Borrower and which was entered into on 6 July 2012 and which governs, inter alia, the enforcement and priority rights between the Lenders in respect of the Security Documents,

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## Particulars of a mortgage or charge

4	Amount secured	
	Please give us details of the amount secured by the mortgage or charge	
Amount secured	<p>"<b>Key Owner</b>" means each of European Special Opportunities Master Fund II Limited ETV Capital (Jersey) Limited, ESO Investco I S A R L , Jennifer Fox Gambrell, James(Jay)Gambrell or any transferee of either Jennifer Fox Gambrell and James (Jay) Gambrell, Pierre Cesarini and Richard Horsman,</p> <p>"<b>Lenders</b>" means each of the First Lender and the Second Lender and their successors and assignees,</p> <p>"<b>Obligor</b>" means each of</p> <ul style="list-style-type: none"> <li>(a) the Borrower,</li> <li>(b) the Company,</li> <li>(c) each Key Owner, and</li> <li>(d) any party the provides Security for any of the obligations of the Borrower from time to time</li> </ul> <p>"<b>Security</b>" means any mortgage, charge, pledge, hypothecation or lien and any other arrangement or interest which has the effect of creating security or conferring priority of payment,</p> <p>"<b>Security Document</b>" means each of</p> <ul style="list-style-type: none"> <li>(a) a guarantee and debenture in respect of all of the assets and undertaking of the Borrower granted by the Borrower in favour of the First Lender (the "<b>First Borrower Debenture</b>"),</li> <li>(b) a guarantee and debenture in respect of all of the assets and undertaking of the Borrower granted by the Borrower in favour of the Second Lender (the "<b>Second Borrower Debenture</b>"),</li> <li>(c) the Debenture,</li> <li>(d) a guarantee and debenture in respect of all of the assets and undertaking of the Company (including the shares it owns in the Borrower) granted by the Company in favour of the First Lender (the "<b>First Parent Debenture</b>"),</li> <li>(e) a mortgage over securities or equivalent granted by the Borrower over the shares it owns in the US Buyer in favour of the Second Lender ( the "<b>First US Buyer Charge</b>"),</li> <li>(f) a mortgage over securities or equivalent granted by the Borrower over the shares it owns in the US Buyer in favour of the Second Lender ( the "<b>Second US Buyer Charge</b>"),</li> <li>(g) each mortgage over securities or equivalent granted by the Company over the shares it owns in any Transferring Obligor in favour of the First Lender (each a "<b>First Parent Share Charge</b>"),</li> <li>(h) each mortgage over securities or equivalent granted by the Company over the shares it owns in any Transferring Obligor in favour of the Second Lender (each a "<b>Second Parent Share Charge</b>"),</li> <li>(i) each mortgage over securities granted by each Key Owner over the shares it owns in the Company in favour of the First Lender (each a "<b>First Key Owner Share Charge</b>"),</li> </ul>	

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## Particulars of a mortgage or charge

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### Amount secured

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

Amount secured

- (j) each mortgage over securities granted by each Key Owner over the shares it owns in the Company in favour of the Second Lender (each a **"Second Key Owner Share Charge"**),
- (k) a mortgage over securities or equivalent granted by the Borrower over the shares it owns in any Transferring Obligor in favour of the First Lender (each a **"First Borrower Share Charge"**),
- (l) a mortgage over securities or equivalent granted by the Borrower over the shares it owns in any Transferring Obligor in favour of the Second Lender (each a **"Second Borrower Share Charge"**),
- (m) an escrow agreement between the NCC Group, the Borrower and the First Lender in respect of any source code which forms part of any Intellectual Property Rights owned by the Group (the **"First Escrow Agreement"**),
- (n) an escrow agreement between the NCC Group, the Borrower and the Second Lender in respect of any source code which forms part of any Intellectual Property Rights owned by the Group (the **"Second Escrow Agreement"**), and
- (o) any other document designated as a Security Document by the Second Lender and the Borrower,

**"Subsidiary"** means a subsidiary within the meaning of Section 1159 the Act,

**"US Buyer"** means Atego Systems, Inc incorporated in the State of Delaware,

**"Transferring Obligors"** means Atego Systems, Inc , Atego SAS, High Rely Inc, Blue River Software GmbH, Atego Systems SRL, Aonix Inc and Atego Systems GmbH,

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## 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

Short particulars

- 1 5 Intellectual Property Rights  
The Company charged by way of fixed charge
  - (a) all Specified Intellectual Property, and
  - (b) all Intellectual Property Rights which belonged to it at the date of the Debenture or at any time during the Security Period and all fees, royalties and other rights deriving from its Intellectual Property Rights and Specified Intellectual Property
- 1 6 Goodwill  
The Company charged by way of fixed charge its goodwill
- 1 7 Uncalled capital  
The Company charged by way of fixed charge its uncalled capital
- 1 8 Authorisations  
The Company charged by way of fixed charge the benefit of all Authorisations held in relation to any Security Asset
- 1 9 Material Contracts  
The Company charged by way of fixed charge the benefit of all Material Contracts
- 1 10 Insurances  
The Company assigned absolutely all its rights and interests under the Insurances.
- 1 11 Other contractual rights  
The Company assigned absolutely all its rights and interests under or in respect of any other agreement to which it is a party which is not otherwise effectively assigned or charged by way of fixed charge pursuant to this Clause 1
- 1 12 Other assets
  - 1 12 1 The Company charged by way of floating charge all its present and future business, undertaking and assets which are not effectively mortgaged, charged by way of fixed charge or assigned under this Clause 1
  - 1 12 2 Paragraph 14 of Schedule B1 to the Insolvency Act 1986 shall apply to any floating charge created by the Debenture
- 1 13 Trust
  - 1 13 1 Subject to Clause 1 13 2, if or to the extent that the assignment or charging of any Security Asset is prohibited, the Company holds it on trust for the Second Lender
  - 1 13 2 If the reason referred to in Clause 1 13 1 is that
    - (a) a consent or waiver must be obtained, or
    - (b) a condition must be satisfied,



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## 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	
Short particulars	<p>then</p> <p>(1) subject to Clause 1 13 3, the Company shall apply for the consent or waiver, and</p> <p>(11) the Company shall use its best endeavours to satisfy the condition,</p> <p>in each case where the Security Asset is a Material Contract, within 14 days of the date of the Debenture or, if the Security Asset is not a Material Contract, or if the Security Asset is acquired after the date of the Debenture and is a Material Contract, within 14 days of the date of acquisition and in all other cases at the request of the Second Lender</p> <p>1 13 3 Where the consent or waiver is not to be unreasonably withheld, the Company shall</p> <p>(a) use its reasonable endeavours to obtain it as soon as possible, and</p> <p>(b) keep the Second Lender informed of the progress of the negotiations to obtain it</p> <p>1 13 4 On the waiver or consent being obtained, or the condition being satisfied, the Security Asset shall be mortgaged, charged or assigned (as appropriate) under this Clause 1 and the trust referred to in Clause 1 13 3 shall terminate</p> <p>1 14 Negative pledge</p> <p>The Company pledged not to create or permit to subsist any Security over any Security Asset except for Permitted Security</p> <p><b>"Acceptable Bank"</b> means any bank or financial institution approved by the Second Lender,</p> <p><b>"Act"</b> means the Law of Property Act 1925,</p> <p><b>"Authorisation"</b> means an authorisation, consent, approval, resolution, licence, exemption, filing, notarisation or registration,</p> <p><b>"Cash"</b> means, at any time, cash in hand or at bank and (if at the bank) credited to an account in the name of a Group Company and to which only members of the Group are beneficially entitled and for so long as</p> <p>(a) that cash is payable to a Group Company on demand on not less than 60 days' notice,</p> <p>(b) repayment of that cash is not contingent on the prior discharge of any other indebtedness of any other person whatsoever or on the satisfaction of any other condition,</p> <p>(c) there is no Security over that cash except for Permitted Security or any Permitted Security constituted by a netting or set-off arrangement entered into by members of the Group in the ordinary course of their banking arrangements, and</p>	

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## 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

Short particulars

(d) the cash is freely and (except as mentioned in paragraph (a) above) immediately available to be applied in repayment or prepayment of the Loans,

**"Cash Equivalent Investments"** means at any time

(a) certificates of deposit maturing within one year after the relevant date of calculation and issued by an Acceptable Bank,

(b) any investment in marketable debt obligations issued or guaranteed by the government of the United States of America, or by an instrumentality or agency of any of them having an equivalent credit rating, maturing within one year after the relevant date of calculation and not convertible or exchangeable to any other security,

(c) any investment in money market funds which (i) have a credit rating of either A-1 or higher by Standard & Poor's Rating Services or F1 or higher by Fitch Ratings Ltd or P-1 or higher by Moody's Investor Services Limited, (ii) which invest substantially all their assets in securities of the types described in paragraphs (a) or (b) above and (iii) can be turned into cash on not more than 30 days' notice, or

(d) any other debt security approved by the Second Lender,

in each case, to which members of the Group are beneficially entitled at that time and which is not issued or guaranteed by any member of the Group or subject to any Security (other than Security arising under the Security Documents),

**"Dividends"** means all dividends, interest and other distributions paid or payable on or in respect of the Investments,

**"Equipment"** means all fixed and moveable plant, machinery, tools, vehicles, computers and office and other equipment and the benefit of all related Authorisations, agreements and warranties,

**"First Loan"** means the aggregate principal amount outstanding from time to time under the First Lender Loan Agreement,

**"Insurance"** means, each contract or policy of insurance to which the Company is a party or in which it has an interest,

**"Investments"** means

(a) all or any stocks, shares, bonds and securities of any kind (marketable or otherwise), negotiable instruments and warrants and any other financial instruments (as defined in the Regulations), but not including the Shares, and

(b) all allotments, accretions, offers, options, rights, bonuses, benefits and advantages, whether by way of conversion, redemption, preference, option or otherwise which at any time accrue to or are offered or arise in respect of them,

and includes all Dividends, interest and other distributions paid or payable on or in respect of them,

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## 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

Short particulars

"**Loans**" means each of the First Loan and the Second Loan,

"**Land**" has the same meaning as it has in section 205(1) of the Act,

"**Material Contract**" means each contract listed in Schedule 9 of the Debenture(Material Contracts)

"**Minimum Cash Surplus**" means the aggregate of Cash and Cash Equivalent Investments outstanding on the dates set out in Schedule 4, Column E of the Agreement, in the Operating Account of the Company,

"**Operating Account**" means the account of the Borrower numbered 140/001/215/08143 NXN FDSKK-USD00 with IBAN GB25 NWBK 6073 6121 508143 and held with National Westminster Bank Plc, which is designated Atego Systems Operating Account,

"**Permitted Security**" means

- (a) Security in favour of the Second Lender,
- (b) Security in favour of the First Lender and which is subject to the Intercreditor Deed,
- (c) Security arising by operation of law,
- (d) other Security created with the prior consent of the Second Lender,
- (e) any normal title retention arrangements on arms length basis and included in a supplier's standard conditions of supply of goods acquired by a member of the Group in the ordinary course of trade, and
- (f) any netting or set-off arrangement entered into by a member of the Group in the ordinary course of its banking arrangements for the purpose of netting debit and credit balances provided that any netting or set-off arrangement shall not be taken into account when calculating the Minimum Cash Surplus,

"**Regulations**" means the Financial Collateral Arrangements (No 2) Regulations 2003 (S I 2003/3226) or equivalent legislation in any applicable jurisdiction bringing into effect Directive 2002/47/EC on financial collateral arrangements, and Regulation means any of them,

"**Second Loan**" means the aggregate principal amount outstanding from time to time under the Agreement

"**Security Assets**" means all of the assets of the Company which are the subject of any Security created or to be created by the Debenture

"**Security Period**" means the period from the date of the Debenture until all the Secured Liabilities have been discharged in full

"**Shares**" means the shares which are listed or described in Schedule 8 of the Debenture(Shares) and any additional shares in respect of which the Company deposits documents with the Second Lender together with (1) all allotments, accretions, offers, options, rights, bonuses, benefits and advantages, whether by way of conversion, redemption, preference, option or otherwise (except for Dividends) which at any time accrue to or are offered or arise in respect of them.

"**Specified Intellectual Property**" means the intellectual property (if any) specified in Schedule 3 of the Debenture(Details of Intellectual Property)

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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

Short particulars

**Schedule 1 of the Debenture**  
**Land charged by way of legal mortgage**

**Part 1 – Registered Land**

[NONE]

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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

Short particulars

**Schedule 3 of the Debenture**

**Specified Intellectual Property**

**Patents and Patent Applications**

*None*

**Registered Trade Marks**

<b>Mark</b>	<b>Registration/ Application No</b>	<b>Date of registration</b>	<b>Renewal date</b>	<b>Class</b>
<b>French trademarks</b>				
AONIX	97 658 656	10/01/1997	31/07/2017	9, 41, 42
<b>EU trademarks</b>				
ADAWORLD	6 072 292	05/07/2007	31/07/2017	9, 41, 42
OBJECTADA	6 072 334	05/07/2007	31/07/2017	9, 41, 42
PERC ULTRA	6 072 755	05/07/2007	31/07/2017	9, 41, 42
PERC	6 072 409	05/07/2007	31/07/2017	9, 41, 42
PERC PICO	6 072 474	05/07/2007	31/07/2017	9, 41, 42
PERC RAVEN	6 072 631	05/07/2007	31/07/2017	9, 41, 42
RAVEN	6 073 027	05/07/2007	31/07/2017	9, 41, 42
RISCADA (figurative)	6 073 076	05/07/2007	31/07/2017	9, 41, 42
SOFTWARE THROUGH PICTURES (figurative)	8 602 468	05/07/2007	31/07/2017	9, 41, 42
TELEUSE	6 073 381	05/07/2007	31/07/2017	9, 41, 42
<b>US trademarks</b>				
AONIX	77 784 385	12/10/2009	N/A	9, 41, 42
ADAWORLD	73 769 814	31/10/1989	30/10/2019	9
OBJECTADA	77 784 387	19/07/2009	N/A	9
PERC ULTRA	77 413 572	05/03/2008	N/A	9
PERC	77 413 523	05/03/2008	N/A	9
PERC PICO	77 413 541	05/03/2008	N/A	9
PERC RAVEN	77 413 555	05/03/2008	N/A	9
RAVEN	75 382 386	20/05/2003	19/05/2013	9
RISCADA (figurative)	77 413 704	05/03/2008	N/A	9
SOFTWARE THROUGH PICTURES (figurative)	73 724 180	18/04/1989	17/04/2019	9
TELEUSE	77 413 715	05/03/2008	N/A	9

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## 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

Short particulars

Canadian trademarks				
ADAWORLD	1 384 462	22/02/2008	N/A	9, 41, 42
OBJECTADA	1 384 425	22/02/2008	N/A	9, 41, 42
PERC ULTRA	1 384 419	21/02/2008	N/A	9
PERC	1 384 424	22/02/2008	N/A	9, 41, 42
PERC PICO	1 384 423	21/02/2008	N/A	9, 41, 42
PERC RAVEN	1 384 420	21/02/2008	N/A	9, 41, 42
RAVEN	1 384 418	21/02/2008	N/A	9, 41, 42
RISCADA (figurative)	1 384 417	21/02/2008	N/A	9, 41, 42
TELEUSE	1 384 415	21/02/2008	N/A	9, 41, 42

### Software

PERC
PERC Ultra SMP 5 2
PERC Ultra 5 3
PERC Ultra SMP 5 4
PERC Ultra 6 0
PERC Pico 1 1
PERC Pico 1 0
TELEUSE
TeleUse 3 1
TeleUse 3 2 3
TeleUse 3 2 4
TeleUse 4 0
ADAWORLD
ADAWORLD 5 1 7
ADAWORLD 5 5 1
ADAWORLD 5 5 1B
ADAWORLD 5 5 2
ADAWORLD 5 5 3
ADAWORLD 5 5 5
ADAWORLD 5 5 5-U2
ADAWORLD 5 6 1
ADAWORLD 5 6 2
ADAWORLD 5 7 2
ADAWORLD 5 7 3
ADAWORLD 6 2 1

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## 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

Short particulars

#### OBJECTADA

OBJECTADA 7 2

OBJECTADA 7 2 1

OBJECTADA 7 2 2

OBJECTADA 7 3

OBJECTADA 8 0

OBJECTADA 8 2

OBJECTADA 8 3

OBJECTADA 8 3 1

OBJECTADA 8 4

OBJECTADA 8 5

OBJECTADA 9 0

#### StP

StP 2 6 0 1

StP 7 2

StP 8 3

StP 8 3 1

#### Domain Names

ARTISANSW COM

ARTISANSW CO UK

ARTISANSOFTWARETOOLS COM

ARTISANSOFTWARETOOLS NET

ARTISANSTUDIO COM

ASTADVANCE COM

ATEGO COM

ATEGO ORG

ATEGOSOFTWARE COM

ATEGOSYSTEMS COM

BRASS-BULLET CO UK

DO178BCERTIFICATION COM

DO178BSTANDARD COM

DO178CERTIFICATION COM

DO178CSTANDARD COM

EN50128STANDARD COM

ISO26262STANDARD COM

SATURN-FP7 EU

SATURNSYSML EU

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## 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

Short particulars

UPDM COM
UPDMGROUP COM
UPDMGROUP ORG
AONIX COM
AONIX CO UK
AONIX FR
EXTESSY COM
EXTESSY DE
BLUE-RIVER-SOFTWARE COM
BLUE-RIVER-SOFTWARE DE
AONIX INFO
AONIX ORG
AONIX US
AONIXNEWS COM
AONIX EU
JAVALOCITY COM
JAVELOCITY COM
PERCPICO COM
PERCRAVEN COM
PERCULTRA COM

#### Schedule 8 of the Debenture Shares

Number of shares or amount of stock or other securities	Name of issuing company	Description of shares, stock or other securities
6138790	Atego Systems Limited, (company number 03313467)	Ordinary shares of 1p each
84625342	Atego Systems Limited, (company number 03313467)	Ordinary shares of 3p each

#### Schedule 9 of the Debenture Material Contracts

[NONE]



# MG01 - continuation page

Particulars of a mortgage or charge

<b>6</b>	<b>Short particulars of all the property mortgaged or charged</b>
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Please give the short particulars of the property mortgaged or charged
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Short particulars

# 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

Short particulars

#### SCHEDULE 4 of the Agreement

#### Financial Covenant Testing

Column A	Column B	Column C	Column D	Column E
Test Date	Quarterly Interest Payment (\$K)	Annual Interest Payment (\$K)	Annual Loan Amortisation (\$K)	Minimum Cash Surplus \$(Dollars)
1 January 2013	N/A	Not Tested	Not Tested	\$1,450,000
1 April 2013	\$995,625	Not Tested	Not Tested	Not Tested
1 July 2013	\$331,876	Not Tested	Not Tested	\$2,400,000
1 October 2013	\$331,876	Not Tested	Not Tested	Not Tested
1 January 2014	\$331,876	\$1,991,253	Not Tested	\$3,000,000
1 April 2014	\$331,876	Not Tested	\$3,016,000	Not Tested
1 July 2014	\$218,776	Not Tested	Not Tested	\$2,200,000
1 October 2014	\$218,776	Not Tested	Not Tested	Not Tested
1 January 2015	\$218,776	\$988,204	Not Tested	\$2,900,000
1 April 2015	\$218,776	Not Tested	\$2,691,000	Not Tested
1 July 2015	\$117,862	Not Tested	Not Tested	\$2,500,000
1 October 2015	\$117,862	Not Tested	Not Tested	Not Tested
1 January 2016	\$117,862	\$572,362	Not Tested	\$3,500,000
1 April 2016	\$117,862	Not Tested	\$3,143,000	-



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

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

**COMPANY NO. 7082000  
CHARGE NO. 4**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES  
HEREBY CERTIFIES THAT A SECOND LENDER GUARANTEE  
AND DEBENTURE DATED 6 JULY 2012 AND CREATED BY  
ATEGO GROUP LIMITED FOR SECURING ALL MONIES DUE OR  
TO BECOME DUE FROM EACH OBLIGOR TO THE SECOND  
LENDER 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 12 JULY 2012

GIVEN AT COMPANIES HOUSE, CARDIFF THE 16 JULY 2012

*DX*



*Companies House*  
— for the record —



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES