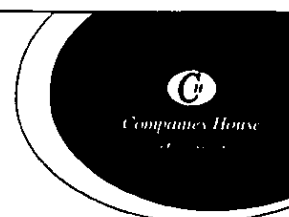


MG02

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 for**
You can use this form to register a
statement of satisfaction in full or in
part of a mortgage or charge if you
do this, please use form MG01

SATURDAY



A39 *A1MCPDHC*
24/11/2012
COMPANIES HOUSE #169

on, please
e at
use gov uk

1	Company details	2	For official use
Company number	0 3 0 5 6 2 6 7	<p>→ Filling in this form Please complete in typescript or in bold black capitals</p> <p>All fields are mandatory unless specified or indicated by *</p>	
Company name in full	First Business Support Limited (the "Chargor")		

2	Creation of charge	<p>① You should give a description of the instrument (if any) creating or evidencing the charge, e.g. 'Legal charge'</p> <p>② The date of registration may be confirmed from the certificate.</p>
Date charge created	0 6 1 2 2 0 0 7	
Description ①	Security Agreement between the Chargor and Barclays Bank PLC dated 6 December 2007 (the "Deed")	
Date of registration ②	1 3 1 2 2 0 0 7	

3	Name and address of chargee(s), or trustee(s) for the debenture holders	<p>Continuation page Please use a continuation page if you need to enter more details.</p>
Please give the name and address of the chargee(s), or trustee(s) for the debenture holders		
Name	Barclays Bank PLC	
Address	5 The North Colonnade, Canary Wharf, London	
Postcode	E 1 4 4 B B	
Name		
Address		
Postcode		
Name		
Address		
Postcode		

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 (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

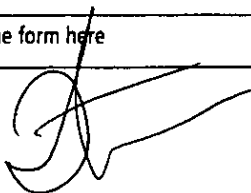
Signature

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

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 MORTGAGED OR CHARGED</p> <p>1 General</p> <p>(a) All the security created under the Deed</p> <p>(i) is created in favour of the Facility Agent,</p> <p>(ii) is created over present and future assets of the Chargor,</p> <p>(iii) is security for the payment of all the Secured Liabilities, and</p> <p>(iv) is made with full title guarantee in accordance with the Law of Property (Miscellaneous Provisions) Act 1994</p> <p>(b) if the rights of the Chargor under a document, which is purported to be subject to the Security, cannot be secured without the consent of a party to that document</p> <p>(i) the Chargor must notify the Facility Agent promptly,</p> <p>(ii) the Security will secure all amounts which the Chargor may receive, or has received, under that document but exclude the document itself, and</p> <p>(iii) unless the Facility Agent otherwise requires, the Chargor must use reasonable endeavours to obtain the consent of the relevant party to that document being secured under the Deed, provided that</p> <p>(A) the Chargor is not required to do so in relation to any leasehold real estate other than Material Real Estate,</p> <p>(B) the Chargor is only required to do so in relation to any contract assigned under Clause 8 (Other contracts) of this Schedule 3 in relation to</p> <p>(1) the contracts listed in Schedule 2 (Security Assets) of the Deed under the heading "Relevant Contracts", and</p> <p>(2) contracts which are designated pursuant to paragraph (b) of clause 8 1 (General) of the Deed, and</p> <p>(C) a Chargor is not required to do so in relation to any intellectual property charged under clause 9 (Intellectual property) of the Deed other than the Material Intellectual Property Rights</p> <p>(c) The Facility Agent holds the benefit of the Deed on trust for the Finance Parties</p> <p>2 Land</p> <p>(a) The Chargor charges</p> <p>(i) by way of a first legal mortgage all estates or interests in any freehold property specified in Schedule 2 (Security assets) of the Deed under its name under the heading "Real Property", and</p> <p>(a) (to the extent that they are not the subject of a mortgage under sub-paragraph (i) above) by way of first fixed charge all estates or interests in any freehold or leasehold property</p> <p>(b) A reference in this paragraph to a mortgage or charge of any freehold or leasehold property includes</p> <p>(i) all buildings, fixtures, fittings and fixed plant and machinery on that property, and</p> <p>(a) the benefit of any covenants for title given or entered into by any predecessor in title of the Chargor in respect of that property or any moneys paid or payable in respect of those covenants</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 Investments</p> <p>(a) The Chargor charges</p> <p>(1) by way of a first mortgage all shares in any member of the Group (other than itself) owned by it or held by any nominee on its behalf, and</p> <p>(ii) (to the extent that they are not the subject of a mortgage under sub-paragraph (i) above) by way of a first fixed charge its interest in all shares, stocks, debentures, bonds or other securities and investments owned by it or held by any nominee on its behalf</p> <p>(b) A reference in this paragraph to a mortgage or charge of any stock, share, debenture, bond or other security includes</p> <p>(i) any dividend or interest paid or payable in relation to it, and</p> <p>(n) any right, money or property accruing or offered at any time in relation to it by way of redemption, substitution, exchange, bonus or preference, under option rights or otherwise</p> <p>4 Plant and machinery</p> <p>The Chargor charges by way of a first fixed charge all plant and machinery owned by it and its interest in any plant or machinery in its possession</p> <p>5 Credit balances</p> <p>The Chargor charges by way of a first fixed charge all of its rights in respect of any amount standing to the credit of any account (including any account contemplated by the Deed) it has with any person and the debt represented by it</p> <p>6 Book debts etc</p> <p>The Chargor charges by way of a first fixed charge</p> <p>(a) all of its book and other debts,</p> <p>(b) all other moneys due and owing to it, and</p> <p>(c) the benefit of all rights, securities or guarantees of any nature enjoyed or held by it in relation to any item under paragraph (a) or (b) above</p> <p>7 Insurances</p> <p>The Chargor assigns absolutely, subject to a proviso for re-assignment on redemption, all of its rights in respect of any contract or policy of insurance taken out by it or on its behalf or in which it has an interest</p> <p>8 Other contracts</p> <p>The Chargor assigns absolutely, subject to a proviso for re-assignment on redemption, all of its rights in respect of</p> <p>(a) any agreement to which it is a party except to the extent that it is subject to any fixed security created under any other term of this clause, this includes the agreements (if any) specified in Schedule 2 (Security Assets) of the Deed under its name under the heading "Relevant Contracts",</p> <p>(b) any letter of credit issued in its favour, and</p> <p>(c) any bill of exchange or other negotiable instrument held by it</p>

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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>9 Intellectual property</p> <p>The Chargor charges by way of a first fixed charge, all of its rights in respect of</p> <ul style="list-style-type: none"> (a) any know-how, patent, trade mark, service mark, design, business name, topographical or similar right, this includes the Material Intellectual Property Rights, (b) any copyright or other intellectual property monopoly right, or (c) any interest (including by way of licence) in any of the above, in each case whether registered or not and including all applications for the same <p>10 Miscellaneous</p> <p>The Chargor charges by way of first fixed charge</p> <ul style="list-style-type: none"> (a) any beneficial interest, claim or entitlement it has in any pension fund, (b) its goodwill, (c) the benefit of any authorisation (statutory or otherwise) held in connection with its use of any Security Asset, (d) the right to recover and receive compensation which may be payable to it in respect of any authorisation referred to in paragraph (c) above, and (e) its uncalled capital <p>11 Floating charge</p> <ul style="list-style-type: none"> (a) The Chargor charges by way of a first floating charge all its assets not at any time otherwise effectively mortgaged, charged or assigned by way of fixed mortgage, charge or assignment under this clause (b) Except as provided below, the Facility Agent may by notice to the Chargor convert the floating charge created by the Chargor under this paragraph into a fixed charge as regards any of the Chargor's assets specified in that notice, if <ul style="list-style-type: none"> (i) a Declared Default is outstanding, or (ii) the Facility Agent (acting reasonably) considers those assets to be in danger of being seized or sold under any form of distress, attachment, execution or other legal process or to be otherwise in jeopardy (c) The floating charge created by this paragraph may not be converted into a fixed charge solely by reason of <ul style="list-style-type: none"> (i) the obtaining of a moratorium, or (ii) anything done with a view to obtaining a moratorium, under the Insolvency Act 2000 (d) The floating charge created by this paragraph will automatically convert into a fixed charge over all of the Chargor's assets if an administrator is appointed or the Facility Agent receives notice of an intention to appoint an administrator (e) The floating charge created by this paragraph is a "qualifying floating charge" for the purpose of paragraph 14 of Schedule B1 to the Insolvency Act 1986 <p>12 Restrictions on dealings</p> <p>No Chargor may</p> <ul style="list-style-type: none"> (a) create or permit to subsist any Security Interest on any Security Asset, or (b) sell, transfer, licence, lease or otherwise dispose of any Security Asset, except as expressly allowed under the Facility Agreement 	

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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>DEFINITIONS</p> <p>"Accession Agreement" means a letter, substantially in the form of Schedule 8 (Form of Accession Agreement) of the Facility Agreement, with such amendments as the Facility Agent and the Company may agree</p> <p>"Acquisition" means the acquisition of the Target Shares by the Company on the terms of (a) in respect of the acquisition of the 9,069,840 Target Shares from Mr Jos Sluys, the Sale & Purchase Agreement, and (b) in respect of the acquisition of the Target Shares otherwise, the Offer Documents or through Market Purchases or otherwise</p> <p>"Additional Borrower" means a member of the Group which becomes a Borrower after the date of the Facility Agreement</p> <p>"Additional Guarantor" means a member of the Group which becomes a Guarantor after the date of the Facility Agreement</p> <p>"Administrative Party" means the Arrangers, the Issuing Bank or the Facility Agent</p> <p>"Affiliate" means a Subsidiary or a Holding Company of a person or any other Subsidiary of that Holding Company</p> <p>"Ancillary Facility" means (a) subject to clause 9 (Ancillary Facilities) of the Facility Agreement, the Existing Barclays Working Capital Facility, and (b) any other ancillary facility made available upon request as described in Clause 9 (Ancillary Facilities) of the Facility Agreement, in place of all or part of a Lender's Revolving Credit Commitment</p> <p>"Ancillary Facility Document" means any document evidencing any Ancillary Facility</p> <p>"Ancillary Lender" means each Lender (or Affiliate of a Lender) which is at that time making available an Ancillary Facility</p> <p>"Arrangers" means ABN Amro Bank N V , Barclays Capital, Lloyds TSB Bank Plc Debt Capital Markets and The Royal Bank Of Scotland Plc as mandated lead arrangers and bookrunners</p> <p>"BFIC" means the Banking, Finance and Insurance Commission of Belgium "Borrower" means the Company, an Original Borrower or an Additional Borrower "Company" means Northgate Information Solutions Plc (registered number 02762332)</p> <p>"Confirmation Indemnity" means the indemnity, in the agreed form, issued by the Company to ABN AMR() Bank N V</p> <p>"Declared Default" means an Event of Default which has resulted in the Facility Agent making any declaration or taking any other action referred to in clause 26 14 (Acceleration) of the Facility Agreement</p>

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

4	Short particulars of all the property mortgaged or charged	
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Short particulars	<p>"EBITDA" has the meaning given in clause 23 (Financial Covenants) of the Facility Agreement</p> <p>"Event of Default" means an event specified as such in clause 26 (Default) of the Facility Agreement</p> <p>"Existing Barclays Working Capital Facility" means the facility made available on the terms of an agreement dated 17th December, 2003 and made between the Company, Barclays Bank PLC and others (as amended)</p> <p>"Existing Hedging Documents" means the ISDA master agreements and transaction confirmations listed in Schedule 14 (Existing Hedging Documents) of the Facility Agreement</p> <p>"Fee Letter" means any letter entered into by reference to the Facility Agreement between one or more Administrative Parties and the Company setting out the amount of certain fees referred to in this Agreement</p> <p>"Finance Document" means</p> <ul style="list-style-type: none"> (a) the Facility Agreement, (b) a Security Document, (c) a Fee Letter, (d) an Accession Agreement, (e) an Ancillary Facility Document, (f) the Syndication Letter, (g) a Hedging Document, (h) the Hedging Strategy Letter, (i) a Transfer Certificate, (j) the Confirmation Indemnity, or (k) any other document designated as such by the Facility Agent and the Company <p>"Facility Agent" means Barclays Bank PLC as facility agent</p> <p>"Facility Agreement" means the €332,500,000 and £275,000,000 credit facility agreement dated 1 May 2007 (as amended on 25 May 2007, 12 June 2007 and 3 August 2007) between (among others) Northgate Information Solutions PLC and the Facility Agent</p> <p>"Finance Party" means a Lender, a Hedge Provider, an Administrative Party or any Ancillary Lender</p> <p>"Group" means the Company and its Subsidiaries</p> <p>"Guarantor" means the Company, an Original Guarantor or an Additional Guarantor "Hedging Document" means</p> <ul style="list-style-type: none"> (a) each Existing Hedging Document, and (b) each other ISDA master agreement and each other document entered into by an Obligor and a Hedge Provider in accordance with the Hedging Strategy Letter <p>"Hedge Provider" means any Lender or any Affiliate of a Lender which</p> <ul style="list-style-type: none"> (a) is party to an Existing Hedging Document, or (b) becomes a Hedge Provider in accordance with Clause 34 8 (Hedge Providers) of the Facility Agreement 	

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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>"Hedging Strategy Letter" means a letter dated on or about the date of the Facility Agreement, made between the Company and the Arrangers and relating to the interest rate hedging to be effected by the Group</p> <p>"Holding Company" of any other person, means a company in respect of which that other person is a Subsidiary</p> <p>"Initial Security Agreement" means</p> <p>(a) a security agreement, governed by English law, made between the Original Borrowers, the Original Guarantors and the Facility Agent creating security over the assets of the Original Borrowers and Original Guarantors,</p> <p>(b) security agreements, governed by English law, creating security over the shares in the Original Borrowers and Original Guarantors (in each case other than the Company) to the extent those shares are not effectively the subject of security under the documents referred to at paragraph (a) above, and</p> <p>(c) a security agreement, governed by the law of Bermuda, made between the Company and the Facility Agent creating security over the entire issued share capital of Rebus HR Group Limited</p> <p>"Issuing Bank" means Barclays Bank PLC as issuing bank, and "Lender" means</p> <p>(a) the Original Lenders, or</p> <p>(b) any person which becomes a Lender after the date of this Agreement</p> <p>"Market Purchases" means any purchase of the Target Shares by any member of the Group other than pursuant to the Offer and the Sale & Purchase Agreement</p> <p>"Material Intellectual Property Rights" means, in respect of the Chargor</p> <p>(a) the patents and trademarks specified in Schedule 2 (Security Assets) of the Deed under the name of the Chargor under the heading "Material Intellectual Property Rights", and</p> <p>(b) any other know-how, patent, trade mark, service mark, design, business name, topographical or similar right which the Facility Agent and the Chargor agree should be a Material Intellectual Property Right</p> <p>"Material Real Estate" means any freehold or leasehold real property which is of such importance to the business of the Group that such business would be materially and adversely affected if the relevant Chargor were unable to use that property</p> <p>"Material Subsidiary" means, at any time, a Subsidiary of the Company (or, if the context requires, a Subsidiary of another member of the Group) whose gross assets, gross revenues or EBITDA then equal or exceed 5 per cent of the gross assets, gross revenues or EBITDA of the Group</p> <p>For this purpose</p> <p>(a) the gross assets, gross revenues or EBITDA of a Subsidiary of the Company will be determined from its financial statements (consolidated if it has Subsidiaries) upon which the latest Quarterly Financial Statements have been based,</p>

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

4	Short particulars of all the property mortgaged or charged	
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Short particulars	<p>(b) if a Subsidiary of the Company becomes a member of the Group after the date on which the latest Quarterly Financial Statements have been prepared, the gross assets, gross revenues or EBITDA of that Subsidiary will be determined from its latest financial statements,</p> <p>(c) the gross assets, gross revenues or EBITDA of the Group will be determined from the latest Quarterly Financial Statements, adjusted (where appropriate) to reflect the gross assets, gross revenues or EBITDA of any company or business subsequently acquired or disposed of, and</p> <p>(d) if a Material Subsidiary disposes of all or substantially all of its assets to another Subsidiary of the Company, it will immediately cease to be a Material Subsidiary and the other Subsidiary (if it is not already) will immediately become a Material Subsidiary, the subsequent financial statements of those Subsidiaries and the Group will be used to determine whether those Subsidiaries are Material Subsidiaries or not</p> <p>If there is a dispute as to whether or not a company is a Material Subsidiary, a certificate of the auditors of the Company will be, in the absence of manifest error, conclusive</p> <p>"Obligor" means</p> <p>(a) a Borrower,</p> <p>(b) a Guarantor,</p> <p>(c) any other member of the Group party to a document evidencing or creating security over any of its assets to secure any obligation to a Finance Party under the Finance Documents, or</p> <p>(d) for the purposes of clause 26 (Default) of the Facility Agreement only, any Material Subsidiary that is required, but has not yet, become a Guarantor except, for the purposes only of this paragraph (d) and for a period of 90 days after the last Offer Payment Date, any member of the Target Group</p> <p>"Offer" means the public offer for the Target Shares proposed to be made by the Company, substantially on the terms to be set out in the Press Release and the Offer Document, to acquire Target Shares not already owned by the Company, as such offer may from time to time be amended, supplemented, revised, renewed or waived as permitted in accordance with the terms of the Facility Agreement, including any mandatory re-opening of such offer or voluntary squeeze-out offer on the same terms as the Offer, in accordance with the Takeover Regulations</p> <p>"Offer Documents" means the prospectus or documents issued or to be issued by the Company to the shareholders of the Target pursuant to and in accordance with the Takeover Regulations, relating to the Offer (in the form approved by BFIC) and any revision thereof</p> <p>"Offer Payment Date" means any date on which the Company is required pursuant to the Takeover Regulations to pay the price of Target Shares tendered under the Offer</p> <p>"Original Borrowers" means the members of the Group listed in Schedule 1 (Original Parties) of the Facility Agreement as original borrowers,</p> <p>"Original Guarantors" means the members of the Group listed in Schedule 1 (Original Parties) of the Facility Agreement as original guarantors,</p> <p>"Original Lenders" means the financial institutions listed in Schedule 1 (Original Parties) of the Facility Agreement as original lenders and underwriters</p>	

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

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	Please give the short particulars of the property mortgaged or charged
Short particulars	<p>"Press Release" means a press announcement to be released by the Company announcing the terms of the Offer in the form approved by the BFIC</p> <p>"Quarterly Financial Statements" means</p> <ul style="list-style-type: none"> (a) the consolidated audited financial statements of the Company for each of its financial years, (b) the interim consolidated financial statements of the Company for each of its financial years, and (c) the quarterly consolidated management accounts of the Company for the third and ninth month of each of its financial years <p>"Revolving Credit Commitment" means</p> <ul style="list-style-type: none"> (a) for an Original Lender, the amount set opposite its name in Schedule 1 (Original Parties) of the Facility Agreement under the heading "Revolving Credit Commitments" and the amount of any other Revolving Credit Commitment it acquires, and (b) for any other Lender, the amount of any Revolving Credit Commitment it acquires, to the extent not cancelled, transferred or reduced under the Facility Agreement <p>"Sale & Purchase Agreement" means the sale and purchase agreement dated on or about the date of the Facility Agreement and made between Mr Jos Sluys and the Company</p> <p>"Secured Liabilities" means all present and future obligations and liabilities (whether actual or contingent and whether owed jointly or severally or in any other capacity whatsoever) of each Chargor to any Finance Party under each Finance Document to which that chargor is a party, except for any obligation which, if it were so included, would result in the Deed contravening Section 151 of the Companies Act 1985</p> <p>"Security" means any security created by the Deed</p> <p>"Security Assets" means all assets of the Chargor the subject of any security created by the Deed</p> <p>"Security Document" means</p> <ul style="list-style-type: none"> (a) the Initial Security Agreements, (b) the Target Share Pledge, and (c) any other document evidencing or creating security over any asset of an Obligor to secure any obligation of any Obligor to a Finance Party under the Finance Documents (including any Security Documents arising pursuant to clause 23.5.3 of the Facility Agreement) <p>"Subsidiary" means, in relation to any company or corporation, (a holding company), a company or corporation</p> <ul style="list-style-type: none"> (a) which is controlled, directly or indirectly, by the holding company, (b) more than half the issued share capital of which is beneficially owned, directly or indirectly, by the holding company, or (c) which is a subsidiary of another Subsidiary of the holding company, <p>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 determine the composition of the majority of its board of directors or equivalent body</p>

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

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	Please give the short particulars of the property mortgaged or charged
Short particulars	<p>"Press Release" means a press announcement to be released by the Company announcing the terms of the Offer in the form approved by the BFIC</p> <p>"Quarterly Financial Statements" means</p> <ul style="list-style-type: none"> (a) the consolidated audited financial statements of the Company for each of its financial years, (b) the interim consolidated financial statements of the Company for each of its financial years, and (c) the quarterly consolidated management accounts of the Company for the third and ninth month of each of its financial years <p>"Revolving Credit Commitment" means</p> <ul style="list-style-type: none"> (a) for an Original Lender, the amount set opposite its name in Schedule 1 (Original Parties) of the Facility Agreement under the heading "Revolving Credit Commitments" and the amount of any other Revolving Credit Commitment it acquires, and (b) for any other Lender, the amount of any Revolving Credit Commitment it acquires, to the extent not cancelled, transferred or reduced under the Facility Agreement <p>"Sale & Purchase Agreement" means the sale and purchase agreement dated on or about the date of the Facility Agreement and made between Mr Jos Sluys and the Company</p> <p>"Secured Liabilities" means all present and future obligations and liabilities (whether actual or contingent and whether owed jointly or severally or in any other capacity whatsoever) of each Chargor to any Finance Party under each Finance Document to which that chargor is a party, except for any obligation which, if it were so included, would result in the Deed contravening Section 151 of the Companies Act 1985</p> <p>"Security" means any security created by the Deed</p> <p>"Security Assets" means all assets of the Chargor the subject of any security created by the Deed</p> <p>"Security Document" means</p> <ul style="list-style-type: none"> (a) the Initial Security Agreements, (b) the Target Share Pledge, and (c) any other document evidencing or creating security over any asset of an Obligor to secure any obligation of any Obligor to a Finance Party under the Finance Documents (including any Security Documents arising pursuant to clause 23.5.3 of the Facility Agreement) <p>"Subsidiary" means, in relation to any company or corporation, (a holding company), a company or corporation</p> <ul style="list-style-type: none"> (a) which is controlled, directly or indirectly, by the holding company, (b) more than half the issued share capital of which is beneficially owned, directly or indirectly, by the holding company, or (c) which is a subsidiary of another Subsidiary of the holding company, <p>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 determine the composition of the majority of its board of directors or equivalent body</p>

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

4	Short particulars of all the property mortgaged or charged
Short particulars	<p data-bbox="405 409 1046 436">Please give the short particulars of the property mortgaged or charged</p> <p data-bbox="399 461 1460 521">"Syndication Letter" means the letter dated on or about the date of the Facility Agreement, identified on its face as the Syndication Letter and made between the Arrangers and the Company</p> <p data-bbox="399 555 1460 647">"Takeover Regulations" means the Belgian law of 2 March 1989 on the disclosure of participations in listed companies and on public takeover bids and the Belgian royal decree of 8 November 1989 on public takeover bids and on the change of control over companies</p> <p data-bbox="399 680 1460 772">"Target" means ARINSO International N V , a Belgian societe anoyne/naamloze vennootschap with its registered address at Humaniteitslaan 116, 1070 Brussels, enterprise number 452,457,785, RPM/RPR Brussels</p> <p data-bbox="399 806 967 833">"Target Group" means the Target and its Subsidiaries</p> <p data-bbox="399 866 1460 965">"Target Share Pledge" means the share pledge to be executed by the Company and the Facility Agent in respect of all the rights, title and interest of the Company in and over the Target Shares that will be acquired by the Company pursuant to the Acquisition</p> <p data-bbox="399 999 1437 1025">"Target Shares" means all (or any) of the shares of Target in respect of the share capital of Target</p> <p data-bbox="399 1059 1460 1155">"Transfer Certificate" means a certificate, substantially in the form of Schedule 5 (Form of Transfer Certificate) of the Facility Agreement, with such amendments as the Facility Agent may approve or reasonably require or any other form agreed between the Facility Agent and the Company</p>

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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>AMOUNT SECURED BY THE MORTGAGE OR CHARGE</p> <p>All present and future obligations and liabilities (whether actual or contingent and whether owed jointly or severally or in any other capacity whatsoever) of the Chargor to any Finance Party under each Finance Document to which the Chargor is a party, except for any obligation which, if it were so included, would result in the Deed contravening Section 151 of the Companies Act 1985 (the "Secured Liabilities")</p>

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 JULIA LOPEZ - SPENCER

Company name NORTHGATE INFORMATION SOLUTIONS

Address 3rd Floor, Peoplebuilding 2

Peoplebuilding Estate,
Maylands Avenue

Post town Hemel Hempstead

County/Region Hertfordshire

Postcode H/P 2 4NW

Country England

Dx

Telephone 01442 204552 or
Mobile: 07903 016437



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 NR 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