

MG01

Particulars of a mortgage or charge

30/12/104



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LASERFORM

**A fee is payable with this form**

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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 Scottish company. To do this, please use form MG01s

TUESDAY



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26/07/2011

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COMPANIES HOUSE

1

**Company details**

Company number 03674664

Company name in full Solarsoft Business Systems Limited (the "Chargor")

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 08/07/2011

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 Debenture dated 8 July 2011 between (amongst others) (1) the Chargor and (2) TPG Specialty Lending, Inc. (the "Debenture")

4

**Amount secured**

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

Amount secured Each and all of the following

- (a) the liabilities of the Obligor to the Finance Parties under or pursuant to the Loan Documents,
- (b) all Bank Product Obligations, and
- (c) all Obligations of each Borrower,

including, in the case of each of paragraphs (a), (b) and (c) above, reasonable legal fees and expenses and any interest, fees, or expenses that accrue after the filing of an Insolvency Proceeding, regardless of whether allowed or allowable in whole or in part as a claim in any Insolvency Proceeding but excluding in each case any liabilities which, if secured by the Debenture, would result in a contravention by the Chargor of sections 678 or 679 of the Companies Act 2006 (the "Secured Obligations")

**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 TPG Specialty Lending, Inc (the "Chargee")

Address 301 Commerce Street, Suite 3300, Fort Worth,

Texas, United States of America

Postcode T X 7 6 1 0 2

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

Please see the Form MG01 continuation pages attached

# MG01 - continuation page

Particulars of a mortgage or charge

<div style="background-color: black; color: white; padding: 2px; text-align: center; width: 30px; margin: 0 auto;"><b>6</b></div>	<b>Short particulars of all the property mortgaged or charged</b>	
	Please give the short particulars of the property mortgaged or charged	
Short particulars	<p><b>1. CREATION OF SECURITY</b></p> <p><b>1.1 Creation of Security</b></p> <p>The Chargor, with full title guarantee and as a continuing security for the payment or discharge of all monies, obligations and liabilities covenanted to be paid or discharged by the Chargor under the Debenture together with all reasonable costs and expenses incurred by the Chargee in relation to the Debenture or the monies obligations and liabilities hereby secured, thereby (subject only, where relevant, to the first ranking fixed charges and the first ranking floating charges created pursuant to the Existing Security)</p> <p>(a) subject to clause 3 2 (<i>Trust</i>) of the Debenture, charged</p> <p style="padding-left: 40px;">(i) by way of legal mortgage, its interest in the Land referred to opposite its name in Schedule 2 (Land charged by way of legal mortgage) of the Debenture (as set out in paragraph 11 of this Form MG01), and</p> <p style="padding-left: 40px;">(ii) by way of fixed charge, any right, title or interest which it has now or may subsequently acquire to or in any other Land,</p> <p>(b) mortgaged or (if or to the extent that the Debenture does not take effect as a mortgage) charged by way of fixed charge</p> <p style="padding-left: 40px;">(i) all Shares, and</p> <p style="padding-left: 40px;">(ii) all related Distribution Rights,</p> <p>(c) mortgaged or (if and to the extent that the Debenture does not take effect as a mortgage) charged by way of fixed charge</p> <p style="padding-left: 40px;">(i) all Investments, and</p> <p style="padding-left: 40px;">(ii) all related Distribution Rights, including those held for it by any nominee,</p> <p>(d) charged by way of fixed charge all Equipment in so far as it is not charged by way of legal mortgaged under clause 3 1(a) of the Debenture,</p> <p>(e) charged by way of fixed charge</p> <p style="padding-left: 40px;">(i) all Book Debts, and</p> <p style="padding-left: 40px;">(ii) all benefits, rights and Security held in respect of, or to secure the payment of, the Book Debts,</p> <p><b>Please see continuation page 2 for further particulars.</b></p>	

6	Short particulars of all the property mortgaged or charged	
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Short particulars	<p><b>1.1 Creation of Security contd.</b></p> <ul style="list-style-type: none"> <li>(f) charged by way of fixed charge <ul style="list-style-type: none"> <li>(i) all Non Trading Debts, and</li> <li>(ii) all benefits, rights and Security held in respect of, or to secure the payment of, the Non Trading Debts,</li> </ul> </li> <li>(g) charged by way of fixed charge all amounts standing to the credit of <ul style="list-style-type: none"> <li>(i) each Account held with any Finance Party, and</li> <li>(ii) any other account held with a Finance Party in its name or to which it is beneficially entitled,</li> </ul> </li> <li>(h) charged by way of fixed charge all Intellectual Property Rights, including, where the Chargor is a Trade Mark Chargor <ul style="list-style-type: none"> <li>(i) the Trade Mark Property which belongs to it now or at any time during the Security Period, and</li> <li>(ii) all fees, royalties and other rights of every kind deriving from the Trade Mark Property,</li> </ul> </li> <li>(i) charged by way of fixed charge its goodwill,</li> <li>(j) charged by way of fixed charge its uncalled capital,</li> <li>(k) charged by way of fixed charge the benefit of all Authorisations held by it in relation to any Collateral Asset,</li> <li>(l) assigned absolutely all its rights and interests under the Assigned Agreements to which it is party Until an Event of Default occurs, but subject to clause 7 6 (<i>Assigned Agreements and Insurances</i>) of the Debenture, the Chargor may continue to deal with the counterparties to the relevant Assigned Agreements,</li> <li>(m) assigned absolutely or (if and to the extent that the assignment is not effective) charged by way of fixed charge all amounts from time to time standing to the credit of each account (including any Account) held with a party, other than the Chargee, in its name or to which it is beneficially entitled,</li> <li>(n) assigned absolutely all its rights and interests in the Insurances Until an Event of Default occurs, but subject to clause 7 6 (<i>Assigned Agreements and Insurances</i>) of the Debenture, the Chargors may continue to deal with the counterparties to the Insurances,</li> </ul> <p><b>Please see continuation page 3 for further particulars.</b></p>	

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Particulars of a mortgage or charge

<b>6</b>	<b>Short particulars of all the property mortgaged or charged</b>	
	Please give the short particulars of the property mortgaged or charged	
Short particulars	<p><b>1.1 Creation of Security contd.</b></p> <p>(o) charged by way of fixed charge all its rights under any agreement to which it is a party other than the Assigned Agreements which are effectively assigned by clause 3 1(l) of the Debenture, provided that clause 3 1(o) of the Debenture shall operate as an assignment of the proceeds of an Assigned Agreement if an Assigned Agreement is not capable of being so charged, and</p> <p>(p) charged by way of floating charge</p> <p>(i) all its present and future business, undertaking and assets which are not effectively mortgaged, charged by way of fixed charge or assigned under clause 3 (<i>Creation of Security</i>) of the Debenture, and</p> <p>(ii) all of its present and future assets situated in Scotland, whether or not effectively mortgaged, charged by way of fixed charge or assigned under clause 3 (<i>Creation of Security</i>) of the Debenture</p> <p><b>1.2 Trust</b></p> <p>1 2 1 Subject to clause 3 2 2 (<i>Trust</i>) of the Debenture, if or to the extent that for any reason the assignment, mortgaging or charging of any Collateral Asset is prohibited, the Chargor holds it on trust for the Chargee</p> <p>1 2 2 If the reason referred to in clause 3 2 1 (<i>Trust</i>) of the Debenture is that:</p> <p>(a) a consent or waiver must be obtained, or</p> <p>(b) a condition must be satisfied,</p> <p>then</p> <p>(i) subject to clause 3 2 3 (<i>Trust</i>) of the Debenture, the Chargor shall apply for the consent or waiver, and</p> <p>(ii) the Chargor shall use all reasonable endeavours to satisfy the condition,</p> <p>in each case within 45 days of the date of the Debenture or, if the Collateral Asset is acquired after the date of the Debenture, within 45 days of the date of acquisition</p> <p>1 2 3 Where the consent or waiver is not to be unreasonably withheld, the Chargor shall</p> <p>(a) use all reasonable endeavours to obtain it as soon as possible, and</p> <p>(b) keep the Chargee informed of the progress of the negotiations to obtain it</p> <p><b>Please see continuation page 4 for further particulars.</b></p>	

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## Particulars of a mortgage or charge

6	Short particulars of all the property mortgaged or charged	
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Short particulars	<p><b>1.2 Trust contd.</b></p> <p>1 2 4 On the waiver or consent being obtained, or the condition being satisfied, the Collateral Asset shall be mortgaged, charged or assigned (as appropriate) under clause 3 (<i>Creation of Security</i>) of the Debenture and the trust referred to in clause 3 2 1 (<i>Creation of Security</i>) of the Debenture shall terminate</p> <p><b>2. NATURE OF SECURITY CREATED</b></p> <p>The Security created under the Debenture was created</p> <ul style="list-style-type: none"> <li>(a) as a continuing security for the payment and discharge of all Secured Obligations,</li> <li>(b) (except in the case of assets which are the subject of a legal mortgage under the Debenture) over all present and future assets of the kind described which are owned by the Chargor and, to the extent that it does not own those assets, shall extend to any right or interest which it may have in them,</li> <li>(c) in favour of the Chargee as administrative agent and trustee for the Finance Parties, and</li> <li>(d) with full title guarantee (except that the covenant set out in section 3(1) of the Law of Property (Miscellaneous Provisions) Act 1994 shall extend to all charges, incumbrances and rights, even if the Chargor does not know and could not reasonably be expected to know about them)</li> </ul> <p><b>3. CONVERSION OF FLOATING CHARGE</b></p> <p><b>3.1 Conversion on notice</b></p> <p>Subject to clause 5 2 (<i>Limitation</i>) of the Debenture, the Chargee may by notice to the Chargor at any time during the Security Period convert the floating charge created by the Chargor under the Debenture into a fixed charge in respect of any Collateral Asset specified in that notice if</p> <ul style="list-style-type: none"> <li>(a) an Event of Default is continuing, or</li> <li>(b) proceedings are commenced with a view to attaching, charging, taking possession of or selling the Collateral Assets under any form of distress, sequestration, execution or other process or otherwise to be in jeopardy</li> </ul> <p><b>Please see continuation page 5 for further particulars.</b></p>	

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	<p><b>3.2 Limitation</b></p> <p>Clause 5 1 (<i>Conversion on notice</i>) of the Debenture shall not apply by reason only of a moratorium being obtained, or anything being done with a view to a moratorium being obtained, under section 1A of the Insolvency Act 1986</p> <p><b>3.3 Automatic conversion</b></p> <p>The floating charge created by the Chargor under the Debenture will convert automatically into fixed charges</p> <ul style="list-style-type: none"> <li>(a) if the Chargee receives notice of an intention to appoint an administrator of the Chargor,</li> <li>(b) if any steps are taken, (including the presentation of a petition, the passing of a resolution or the making of an application) to appoint a liquidator, provisional liquidator, administrator or Receiver in respect of the Chargor over all or any part of its assets, or if such person is appointed,</li> <li>(c) if the Chargor creates or attempts to create any Security over all or any of the Collateral Assets, other than Permitted Liens,</li> <li>(d) on the crystallisation of any other floating charge over the Collateral Assets,</li> <li>(e) if any person seizes, attaches, charges, takes possession of or sells any Collateral Asset under any form of distress, sequestration, execution or other process, or attempts to do so, and</li> <li>(f) in any other circumstances prescribed by law</li> </ul> <p><b>4. NEGATIVE PLEDGE</b></p> <p>The Chargor shall not create or permit to subsist any Security over any Collateral Asset except for Permitted Liens</p> <p><b>Please see continuation page 6 for further particulars.</b></p>	

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	<p><b>5. ENFORCEMENT</b></p> <p><b>5.1 When Security becomes enforceable</b></p> <p>The Security created by the Chargor under the Debenture shall become enforceable</p> <ul style="list-style-type: none"> <li>(a) on the occurrence of an Event of Default, or</li> <li>(b) if the Chargor so requests</li> </ul> <p><b>5.2 Powers on enforcement</b></p> <p>At any time after the Security created by the Chargor under the Debenture has become enforceable, the Chargee may (without prejudice to any other of its rights and remedies and without notice to the Chargor) do all or any of the following</p> <ul style="list-style-type: none"> <li>(a) exercise all the powers and rights conferred on mortgagees by the Act, as varied and extended by the Debenture, without the restrictions contained in sections 103 or 109(1) of the Act,</li> <li>(b) exercise the power of leasing, letting, entering into agreements for leases or lettings or accepting or agreeing to accept surrenders of leases in relation to any Collateral Asset, without the restrictions imposed by sections 99 and 100 of the Act,</li> <li>(c) to the extent that any Collateral Asset constitutes Financial Collateral, as defined in the Regulations, appropriate it and transfer the title in and to it to the Chargee insofar as not already transferred, subject to paragraphs (1) and (2) of Regulation 18,</li> <li>(d) subject to clause 11.1.1 (<i>Method of appointment and removal</i>) of the Debenture, appoint one or more persons to be a Receiver or Receivers of all or any of the Collateral Assets, and</li> <li>(e) appoint an administrator of the Chargor</li> </ul> <p><b>5.3 Disposal of the Collateral Assets</b></p> <p>In exercising the powers referred to in clause 10.2(a) (<i>Powers on enforcement</i>) of the Debenture, the Chargee or any Receiver may sell or dispose of all or any of the Collateral Assets at the times, in the manner and order, on the terms and conditions and for the consideration determined by it</p> <p><b>Please see continuation page 7 for further particulars.</b></p>	



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Short particulars	<p><b>5.4 Application of moneys</b></p> <p>5 4 1 The Chargee or any Receiver shall apply moneys received by them under the Debenture after the Security created under the Debenture has become enforceable in the following order</p> <ul style="list-style-type: none"> <li>(a) first, in or towards the payment pro rata of, or the provision pro rata for, any unpaid costs and expenses of the Chargee and any Receiver under the Debenture or which are incidental to any Receivers appointment, together with interest at the Default Rate (both before and after judgment) from the date those amounts became due until the date they are irrevocably paid in full,</li> <li>(b) secondly, in or towards the payment pro rata of, or the provision pro rata for, any unpaid fees, commission or remuneration of the Chargee and any Receiver,</li> <li>(c) thirdly, in or towards the discharge of all liabilities having priority to the Secured Obligations,</li> <li>(d) fourthly, in or towards the discharge of the Secured Obligations in accordance with the Facility Agreement, and</li> <li>(e) fifthly, in the payment of any surplus to the relevant Chargor or other person entitled to it,</li> </ul> <p>and section 109(8) of the Act shall not apply</p> <p>5 4 2 Clause 10 4 1 of the Debenture will override any appropriation made by a Chargor</p> <p><b>6. APPOINTMENT AND POWERS OF RECEIVERS</b></p> <p><b>6.1 Method of appointment and removal</b></p> <p>6 1 1 The Chargee may not appoint a Receiver by reason only of a moratorium being obtained, or anything being done with a view to a moratorium being obtained, under section 1A of the Insolvency Act 1986</p> <p>6 1 2 Every appointment or removal of a Receiver, of any delegate or of any other person by the Chargee pursuant to the Debenture may be made in writing under the hand of any officer or manager of the Chargee (subject to any requirement for a court order in the removal of an administrative receiver)</p> <p><b>Please see continuation page 8 for further particulars.</b></p>	

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Short particulars	<p><b>6.2 Powers of Receiver</b></p> <p>Every Receiver shall have all the powers</p> <ul style="list-style-type: none"> <li>(a) of the Chargee under the Debenture,</li> <li>(b) conferred by the Act on mortgagees in possession and on receivers appointed under the Act,</li> <li>(c) in relation to, and to the extent applicable to, the Collateral Assets or any of them, the powers specified in Schedule 1 of the Insolvency Act 1986 (whether or not the Receiver is an administrative receiver within the meaning of that Act), and</li> <li>(d) in relation to any Collateral Asset, which he would have if he were its only beneficial owner</li> </ul> <p><b>6.3 Joint or several</b></p> <p>If two or more persons are appointed as Receivers of the same assets, they may act jointly and/or severally so that (unless any instrument appointing them specifies to the contrary) each of them may exercise individually all the powers and discretions conferred on Receivers by the Debenture</p> <p><b>6.4 Receiver as agent</b></p> <p>Every Receiver shall be the agent of the Chargor which shall be solely responsible for his acts and defaults and for the payment of his remuneration</p> <p><b>6.5 Receiver's remuneration</b></p> <p>Every Receiver shall be entitled to remuneration for his services at a rate to be fixed by agreement between him and the Chargee, and the maximum rate specified in section 109(6) of the Act shall not apply</p> <p><b>Please see continuation page 9 for further particulars.</b></p>	

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	<p><b>7. PRESERVATION OF SECURITY</b></p> <p><b>7.1 Reinstatement</b></p> <p>If any payment by the Chargor or discharge given by the Chargee (whether in respect of the obligations of any Obligor or any Security for those obligations or otherwise) is avoided or reduced as a result of insolvency, liquidation, administration or any similar event</p> <ul style="list-style-type: none"> <li>(a) the liability of the Chargor and the Security created by the Chargor under the Debenture shall continue as if the payment, discharge, avoidance or reduction had not occurred, and</li> <li>(b) the Finance Parties shall be entitled to recover the value or amount of that Security or payment from the Chargor, as if the payment, discharge, avoidance or reduction had not occurred</li> </ul> <p><b>7.2 Waiver of defences</b></p> <p>Neither the Security created by the Debenture nor the obligations of the Chargor under the Debenture will be affected by an act, omission, matter or thing which, but for clause 14.2 (<i>Waiver of defences</i>) of the Debenture, would reduce, release or prejudice that Security or any of those obligations (whether or not known to it, the Chargee or any other Finance Party) including</p> <ul style="list-style-type: none"> <li>(a) any time, waiver or consent granted to, or composition with, any Obligor or other person,</li> <li>(b) the release of any Obligor or any other person under the terms of any composition or arrangement with any person,</li> <li>(c) the taking, variation, compromise, exchange, renewal, enforcement or release of, or refusal or neglect to perfect, take up or enforce, any rights against, or Security over, assets of any Obligor or other person or any non-presentation or non-observance of any formality or other requirement in respect of any instrument or any failure to realise the full value of any Security,</li> <li>(d) any incapacity or lack of power, authority or legal personality of or dissolution or change in the members or status of an Obligor or any other person,</li> <li>(e) any amendment (however fundamental), replacement, variation, novation, assignment or the avoidance or termination of a Loan Document or any other document or Security,</li> </ul> <p><b>Please see continuation page 10 for further particulars.</b></p>	

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**Particulars of a mortgage or charge**

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Short particulars	<p>(f) any unenforceability, illegality or invalidity of any obligation of, or any Security created by, any person under any Loan Document or any other document, or</p> <p>(g) any insolvency, liquidation, administration or similar procedure</p> <p><b>7.3 Immediate recourse</b></p> <p>The Chargor waives any right it may have of first requiring any Finance Party (or any trustee or agent on its behalf) to proceed against or enforce any other rights or Security or claim payment from any person before claiming from the Chargor under the Debenture. This waiver applies irrespective of any law or any provision of a Loan Document to the contrary.</p> <p><b>7.4 Appropriations</b></p> <p>During the Security Period each Finance Party may</p> <p>(a) refrain from applying or enforcing any moneys, Security or rights held or received by it (or any trustee or agent on its behalf) in respect of the Secured Obligations, or, subject to clause 10.4.1 (<i>Application of moneys</i>) of the Debenture, apply and enforce the same in such manner and order as it sees fit (whether against the Secured Obligations or otherwise) and the Chargor shall not be entitled to the benefit of the same, and</p> <p>(b) hold in an interest-bearing suspense account any moneys received from the Chargor or on account of the Secured Obligations</p> <p><b>7.5 Deferral of Chargor's rights</b></p> <p>During the Security Period and unless the Chargee otherwise directs, the Chargor shall not exercise any rights which it may have by reason of performance by it of its obligations under the Debenture or the enforcement of the Security created by the Debenture</p> <p>(a) to receive or claim payment from, or be indemnified by an Obligor,</p> <p>(b) to claim any contribution from any guarantor of, or provider of Security in respect of, any Obligor's obligations under the Loan Documents,</p> <p>(c) to take the benefit (in whole or in part and whether by way of subrogation or otherwise) of any rights of any Finance Party under any Loan Document or of any guarantee or Security taken pursuant to, or in connection with, the Loan Documents by any Finance Party,</p> <p><b>Please see continuation page 11 for further particulars.</b></p>	

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	<p>(d) to exercise any right of set-off against any Obligor, and/or</p> <p>(e) to claim or prove as a creditor of any Obligor in competition with any Finance Party</p> <p><b>7.6 Additional Security</b></p> <p>The Debenture is in addition to, is not in any way prejudiced by and shall not merge with any contractual right or remedy or other Security now or in the future held by or available to any Finance Party</p> <p><b>7.7 New accounts</b></p> <p>If a Finance Party receives notice (actual or otherwise) of any subsequent Security over or affecting all or any of the Collateral Assets it may open a new account or accounts with each Borrower and, if it does not do so, it shall nevertheless be treated as if it had done so at the time when it received or was deemed to have received notice of that subsequent Security, and as from that time all payments made by a Borrower to that Finance Party</p> <p>(a) shall be credited or be treated as having been credited to the new account of that Borrower, and</p> <p>(b) shall not operate to reduce the Secured Obligations at the time when the that Finance Party received or was deemed to have received such notice</p> <p><b>Please see continuation page 12 for further particulars.</b></p>	

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Short particulars	<p><b>8. FURTHER ASSURANCE</b></p> <p><b>8.1 Application to Land Registrar</b></p> <p>The Chargor consents to the registration against the registered titles specified opposite its name in Schedule 2 (<i>Land charged by way of legal mortgage</i>) of the Debenture (as set out in paragraph 11 of this Form MG01)</p> <p>(a) a restriction in the following terms</p> <p>“No disposition of the registered estate by the proprietor of the registered estate [or by the proprietor of any registered charge] is to be registered without a written consent signed by the proprietor for the time being of the debenture dated ** [date of Debenture] in favour of TPG Specialty Lending, Inc (as administrative agent and trustee for the Finance Parties referred to in that debenture) referred to in the charges register or, if appropriate, signed on such proprietor’s behalf by an authorised signatory of TPG Specialty Lending, Inc (Form P)”, and</p> <p>(b) a notice that the Lenders are under an obligation to make further advances on the terms and subject to the conditions of the Loan Documents</p> <p><b>8.2 Further action</b></p> <p>The Chargor shall, at its own expense, promptly take any action and sign or execute any further documents which the Chargee may require in order to</p> <p>(a) give effect to the requirements of the Debenture,</p> <p>(b) protect, preserve and perfect the Security intended to be created by or pursuant to the Debenture,</p> <p>(c) protect and preserve the ranking of the Security intended to be created by or pursuant to the Debenture with any other Security over any assets of the Chargor, or</p> <p>(d) facilitate the realisation of all or any of the Collateral Assets or the exercise of any rights, powers and discretions conferred on the Chargee, any Receiver or any administrator in connection with all or any of the Collateral Assets,</p> <p>and any such document may (i) disapply section 93 of the Act and (ii) contain an assignment to the Chargee of the Book Debts in any manner reasonably required by the Chargee</p> <p><b>Please see continuation page 13 for further particulars.</b></p>	

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6	Short particulars of all the property mortgaged or charged	
	Please give the short particulars of the property mortgaged or charged	
Short particulars	<p><b>8.3 Deposit of documents</b></p> <p>The Chargor covenants that, except to the extent already provided pursuant to the terms of the Existing Security, on the date of the Debenture and at all times during the Security Period as soon as it receives them (and in any event as soon as the Chargee so requests), it shall deposit with the Chargee, in respect of or in connection with the Collateral Assets</p> <ul style="list-style-type: none"> <li>(a) all deeds, certificates and other documents of or evidencing title,</li> <li>(b) in respect of Shares and Investments mortgaged under clause 3 1(b) (<i>Creation of Security</i>) of the Debenture and 3 1(c) (<i>Creation of Security</i>) of the Debenture respectively, signed undated transfers, completed in blank and, if the Chargee so requires, pre-stamped, and</li> <li>(c) any other documents which the Chargee may from time to time require for perfecting its title, or the title of any purchaser,</li> <li>(d) all of which will be held by the Chargee at the expense and risk of the Chargor</li> </ul> <p><b>8.4 Registration of Trade Marks</b></p> <p>8 4 1 The Chargor shall</p> <ul style="list-style-type: none"> <li>(a) within ten Business Days of the date of the Debenture, apply to the Comptroller General of Patents, Designs and Trade Marks to register the charge created by clause 3 1(h) (<i>Creation of Security</i>) of the Debenture pursuant to the provisions of section 25 of the Trade Marks Act 1994, and</li> <li>(b) pay all fees necessary to make the registrations required to be made under paragraph (a) before the latest time provided for payment</li> </ul> <p>8 4 2 The Chargor acknowledges the right of the Chargee, or any duly authorised agent of the Chargee, to apply to the Comptroller-General of Patents, Designs and Trade Marks to register the charge created by clause 3 1(h) (<i>Creation of Security</i>) of the Debenture pursuant to the provisions of section 25 of the Trade Marks Act 1994 on or after any failure by the Chargor to register the charge pursuant to clause 16 4 1(a) (<i>Further Assurance</i>) of the Debenture</p> <p><b>8.5 Law of Property (Miscellaneous Provisions) Act 1994</b></p> <p>The covenant set out in section 2(1)(b) of the Law of Property (Miscellaneous Provisions) Act 1994 shall extend to the provisions set out in clause 16 (<i>Further Assurance</i>) of the Debenture</p> <p><b>Please see continuation page 14 for further particulars.</b></p>	

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## Particulars of a mortgage or charge

<b>6</b>	<b>Short particulars of all the property mortgaged or charged</b>	
	Please give the short particulars of the property mortgaged or charged	
Short particulars	<p><b>9. POWER OF ATTORNEY</b></p> <p>The Chargor irrevocably and by way of security appointed each of</p> <ul style="list-style-type: none"> <li>(a) the Chargee,</li> <li>(b) any delegate or sub-delegate of, or other person nominated in writing by, an officer of the Chargee, and</li> <li>(c) any Receiver,</li> </ul> <p>jointly and severally as the Chargor's attorney, in the Chargor's name, on its behalf and in such manner as the attorney may in its or his absolute discretion think fit following the occurrence of an Event of Default or following the failure by the Chargor to comply with a request from the Chargee in accordance with the terms of the Debenture, to take any action and sign or execute any further documents which the Chargor is required to take, sign or execute in accordance with the Debenture. The Chargor agreed, promptly on the request of the Chargee or any Receiver, to ratify and confirm all such actions taken and documents signed or executed</p> <p><b>10. DEFINITIONS IN THIS FORM MG01</b></p> <p><b>"Account"</b> means each account of the Chargor set out in Schedule 6 (<i>Accounts</i>) to the Debenture</p> <p><b>"Act"</b> means the Law of Property Act 1925</p> <p><b>"Assigned Agreements"</b> means</p> <ul style="list-style-type: none"> <li>(a) the Hedge Agreements, and</li> <li>(b) each other Material Contract</li> </ul> <p><b>"Authorisation"</b> means an authorisation, consent (including an Environmental Consent), approval, resolution, licence, exemption, filing, notarisation or registration</p> <p><b>"Bank Product Provider"</b> has the meaning given to such term in the Facility Agreement</p> <p><b>"Book Debts"</b> means, in relation to a Chargor, all its book debts arising in the ordinary course of trading</p> <p><b>Please see continuation page 15 for further particulars.</b></p>	



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Particulars of a mortgage or charge

6	Short particulars of all the property mortgaged or charged	
Short particulars	Please give the short particulars of the property mortgaged or charged	
	<p><b>“Borrowers”</b> has the meaning given to such term in the Facility Agreement</p> <p><b>“Collateral Assets”</b> means, in relation to the Chargor, all of its assets which are the subject of any Security created or to be created by the Debenture</p> <p><b>“Default Rate”</b> means the rate of interest specified in, and calculated in accordance with, Section 2 6(c) (<i>Default Rate</i>) of the Facility Agreement.</p> <p><b>“Distribution Rights”</b> means 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 any Investments or Shares, and includes all dividends, interest and other distributions paid or payable on or in respect of them</p> <p><b>“Environmental Consent”</b> means any consent, agreement, permit, licence, authorisation or approval required by any Environmental Law</p> <p><b>“Environmental Law”</b> has the meaning given to such term in the Facility Agreement</p> <p><b>“Equipment”</b> means, in relation to a Chargor, all its fixed and moveable plant, machinery, tools, vehicles, computers and office and other equipment and the benefit of all related Authorisations, agreements and warranties</p> <p><b>Please see continuation page 16 for further particulars.</b></p>	

**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	<p><b>“Existing Security” means</b></p> <ul style="list-style-type: none"> <li>(a) the deposit deed dated 16 July 1999 between Solarsoft PMS Limited and National Mutual Life Assurance,</li> <li>(b) the debenture dated 22 March 2007 between UK Software Holdings Limited and Wells Fargo Foothill, Inc as Trustee and Administrative Agent,</li> <li>(c) the supplemental debenture dated 6 March 2008 between UK Software Holdings Limited and Wells Fargo Foothill, Inc as Trustee and Administrative Agent,</li> <li>(d) the debenture dated 22 March 2007 between Solarsoft Business Systems Limited and Wells Fargo Foothill, Inc as Trustee and Administrative Agent,</li> <li>(e) the security accession deed dated 6 March 2008 Solarsoft Acquisition Limited and Wells Fargo Foothill, Inc as Trustee and Administrative Agent;</li> <li>(f) the supplemental debenture dated 11 September 2008 between Solarsoft Acquisition Limited and Wells Fargo Foothill, Inc as Trustee and Administrative Agent,</li> <li>(g) the debenture dated 11 September 2008 between Solarsoft Group Limited and Wells Fargo Foothill, Inc as Trustee and Administrative Agent,</li> <li>(h) the security accession deed dated 23 January 2008 between Avalon Printing Software Limited and Wells Fargo Foothill, Inc as Trustee and Administrative Agent,</li> <li>(i) the debenture dated 22 March 2007 between Mattec Limited and Wells Fargo Foothill, Inc. as Trustee and Administrative Agent,</li> <li>(j) the debenture dated 11 September 2008 between SSI Holdings Limited and Wells Fargo Foothill, Inc as Trustee and Administrative Agent, and</li> <li>(k) the debenture dated 11 September 2008 between Solarsoft PMS Limited and Wells Fargo Foothill, Inc as Trustee and Administrative Agent</li> </ul> <p><b>“Facility Agreement” means</b> the credit agreement dated 22 March 2007 between, among others, CMS-XKO Holding Company LP as borrower, UK Software Holdings Limited, the Lenders and the Agent (as defined in that agreement), as amended and restated on 11 September 2008 and on or around the date of the Debenture and as may be further amended, restated, supplemented or otherwise modified from time to time</p> <p><b>Please see continuation page 17 for further particulars.</b></p>	

**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	<p><b>"Finance Party"</b> means</p> <ul style="list-style-type: none"> <li>(a) the Bank Product Provider,</li> <li>(b) the Chargee, and</li> <li>(c) each member of the Lender Group</li> </ul> <p><b>"Hedge Agreements"</b> has the meaning given to such term in the Facility Agreement</p> <p><b>"Insurance"</b> means, in relation to a Chargor, each contract or policy of insurance to which that Chargor is a party or in which it has an interest</p> <p><b>"Intellectual Property Rights"</b> means</p> <ul style="list-style-type: none"> <li>(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,</li> <li>(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</li> <li>(c) any other right to use, or application to register or protect, any of the items listed in paragraphs (a) or (b) above,</li> </ul> <p>arising or subsisting in any jurisdiction and whether registered or not</p> <p><b>"Investments"</b> means 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)</p> <p><b>"Land"</b> has the same meaning as it has in section 205(1) of the Act</p> <p><b>"Lender Group"</b> has the meaning given to such term in the Facility Agreement</p> <p><b>"Lenders"</b> has the meaning given to such term in the Facility Agreement</p> <p><b>"Loan Documents"</b> has the meaning given to such term in the Facility Agreement</p> <p><b>Please see continuation page 18 for further particulars.</b></p>	

**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	<p><b>"Material Contracts"</b> has the meaning given to such term in the Facility Agreement</p> <p><b>"Non Trading Debts"</b> means all debts and moneys due or payable to the Chargor except for Book Debts and those referred to in clause 3 1(g) (<i>Creation of Security</i>) of the Debenture and clause 3 1(m) (<i>Creation of Security</i>) of the Debenture</p> <p><b>"Obligations"</b> has the meaning given to such term in the Facility Agreement</p> <p><b>"Obligor"</b> has the meaning given to such term in the Facility Agreement</p> <p><b>"Party"</b> means a party to the Debenture and includes its legal personal representatives and permitted successors and transferees</p> <p><b>"Permitted Lien"</b> has the meaning given to such term in the Facility Agreement</p> <p><b>"Purchase Transaction Documents"</b> has the meaning given to such term in the Facility Agreement</p> <p><b>"Receiver"</b> means a receiver appointed pursuant to the Debenture or to any applicable law, whether alone or jointly, and includes a receiver and/or manager and, if the Chargee is permitted by law to appoint an administrative receiver, includes an administrative receiver</p> <p><b>"Regulations"</b> 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 <b>"Regulation"</b> means any of them</p> <p><b>"Security"</b> means a mortgage, charge, pledge, lien, assignment by way of security, retention of title provision, trust or flawed asset arrangement (for the purpose of, or which has the effect of, granting security) or other security interest securing any obligation of any person or any other agreement or arrangement in any jurisdiction having a similar effect</p> <p><b>Please see continuation page 19 for further particulars.</b></p>	

**MG01 - continuation page**  
Particulars of a mortgage or charge

6	Short particulars of all the property mortgaged or charged	
Short particulars	Please give the short particulars of the property mortgaged or charged	
	<p>“<b>Security Period</b>” means the period starting on the date of the Facility Agreement and ending on the date on which the Chargee is satisfied that all of the liabilities of the Obligors (to the extent secured under the Debenture) under each Loan Document are irrevocably discharged in full and no Finance Party has any commitment or liability, whether present or future, actual or contingent, in relation to the credit facilities provided under the Facility Agreement in relation to such Obligors</p> <p>“<b>Shares</b>” means all shares held by a Chargor in its Subsidiaries</p> <p>“<b>Trade Mark</b>” means each United Kingdom registered trade mark described in Part 1 of Schedule 8 (<i>Trade Marks</i>) to the Debenture</p> <p>“<b>Trade Mark Application</b>” means each application for the United Kingdom registration of a trade mark as described in Part 1 of Schedule 8 (<i>Trade Marks</i>) to the Debenture</p> <p>“<b>Trade Mark Chargor</b>” means a chargor under the Debenture that owns Trade Mark Property</p> <p>“<b>Trade Mark Property</b>” means</p> <ul style="list-style-type: none"> <li>(a) all Trade Marks,</li> <li>(b) all Trade Mark Applications,</li> <li>(c) any goodwill of a Chargor’s business to which any Trade Mark or Trade Mark Application relates, and</li> <li>(d) any other right which may arise from, relate to, or be associated with any Trade Mark or Trade Mark Application or, in either case, its use in a Chargor’s business</li> </ul> <p><b>11. LAND CHARGED BY WAY OF LEGAL MORTGAGE</b></p> <p>None at the date of the Debenture</p>	

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## Particulars of a mortgage or charge

### 7 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

N/A

### 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)

### 9 Signature

Please sign the form here

Signature

Signature

X  X

This form must be signed by a person with an interest in the registration of the charge

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## 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

Company name

PROSKAUER ROSE LLP

Address NINTH FLOOR

TEN BISHOPS SQUARE

Post town LONDON

County/Region

Postcode

E

1

6

E

G

Country UK

DX

Telephone 02075390610



### 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 [enquires@companieshouse.gov.uk](mailto:enquires@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)



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

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

**COMPANY NO. 3674664  
CHARGE NO. 10**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES  
HEREBY CERTIFIES THAT A DEBENTURE DATED 8 JULY 2011  
AND CREATED BY SOLARSOFT BUSINESS SYSTEMS LIMITED  
FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM  
THE OBLIGORS TO THE FINANCE PARTIES; ALL BANK  
PRODUCT OBLIGATIONS; AND ALL OBLIGATIONS OF EACH  
BORROWER 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 26 JULY 2011

GIVEN AT COMPANIES HOUSE, CARDIFF THE 28 JULY 2011

P



*Companies House*  
— for the record —



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES