

# MG02

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

☒ **What this form is for**  
You may use this form to register a  
statement of satisfaction in full or in  
part of a mortgage or charge

☒ **What this form is NOT for**  
You cannot use this form to  
a statement of satisfaction in  
or in part of a fixed charge of  
company registered in Scotland.  
do this, please use form MG01

WEDNESDAY



A50 19/01/2011 16  
COMPANIES HOUSE

1 Company details		For official use	
Company number	0 4 1 1 1 0 7 4		
Company name in full	INFO EXCHANGE LIMITED (THE "COMPANY")		
		<b>Filing in this form</b> Please complete in typescript or in bold black capitals  All fields are mandatory unless specified or indicated by *	
2 Creation of charge			
Date charge created	d 0 6 m 0 8 y 2 0 y 1 0		
Description ①	DEBENTURE		
Date of registration ②	d 1 2 m 0 8 y 2 0 y 1 0		
3 Name and address of chargee(s), or trustee(s) for the debenture holders			
Please give the name and address of the chargee(s), or trustee(s) for the debenture holders			
Name	SOVEREIGN CAPITAL PARTNERS LLP (THE "TRUSTEE")		
Address	25 VICTORIA STREET, LONDON		
Postcode	S W 1 H 0 E X		
Name			
Address			
Postcode			
Name			
Address			
Postcode			

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

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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

**Continuation page**

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

Short particulars

See 1 in Addendum

**5** Satisfaction of the debt

I confirm that the debt for which the charge described above was given has been paid or satisfied ❶

- ☒ In full  
☐ In part

❶ Please tick one box only

**6** Signature

Please sign the form here

Signature

Signature

X *A. Longman* X

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

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### 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  
882784

Company name  
PRICEWATERHOUSECOOPERS LEGAL LLP

Address  
1 EMBANKMENT PLACE

Post town  
LONDON

County/Region

Postcode  
W C 2 N 6 D X

Country  
UNITED KINGDOM

DX

Telephone  
02072124430



### Checklist

We may return forms completed incorrectly or with information missing.

Please make sure you have remembered the following:

- ☐ The company name and number match the information held on the public Register
- ☐ You have completed the charge details in Section 2
- ☐ You have completed the name and address of the chargee, or trustee for the debenture holders
- ☐ You have completed the short particulars of the property mortgaged or charged
- ☐ You have confirmed whether the charge is to be satisfied in full or in part
- ☐ You have signed the form



### Important information

Please note that all information on this form will appear on the public record.



### Where to send

You may return this form to any Companies House address, however for expediency we advise you to return it to the appropriate address below.

**For companies registered in England and Wales**  
The Registrar of Companies, Companies House,  
Crown Way, Cardiff, Wales, CF14 3UZ  
DX 33050 Cardiff

**For companies registered in Scotland**  
The Registrar of Companies, Companies House,  
Fourth floor, Edinburgh Quay 2,  
139 Fountainbridge, Edinburgh, Scotland, EH3 9FF  
DX ED235 Edinburgh 1  
or LP - 4 Edinburgh 2 (Legal Post)

**For companies registered in Northern Ireland**  
The Registrar of Companies, Companies House,  
Second Floor, The Linenhall, 32-38 Linenhall Street,  
Belfast, Northern Ireland, BT2 8BG  
DX 481 N R Belfast 1



### Further information

For further information, please see the guidance notes on the website at [www.companieshouse.gov.uk](http://www.companieshouse.gov.uk) or email [enquiries@companieshouse.gov.uk](mailto:enquiries@companieshouse.gov.uk)

This form is available in an alternative format. Please visit the forms page on the website at [www.companieshouse.gov.uk](http://www.companieshouse.gov.uk)

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

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### Name and address of chargee(s), or trustee(s) for the debenture holders

Please give the name and address of the chargee(s), or trustee(s) for the debenture holders

Name

Address

Postcode

Name

Address

Postcode

Name

Address

Postcode

Name

Address

Postcode

Name

Address

Postcode

Name

Address

Postcode

Name

Address

Postcode

Name

Address

Postcode

# 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		

## Addendum 1/3

1. Subject to the terms of any Deed of Priority, the Company with full title guarantee as security for the payment of all Secured Liabilities:

(i) charged by way of legal mortgage

(a) all the property specified in the Schedule attached to the Debenture (none was specified) together with all buildings and Fixtures thereon, the proceeds of sale of all or any part thereof and the benefit of any covenants for title given or entered into by any predecessor in title of the Company and any moneys paid or payable in respect of such covenants; and

(b) all estates or interests in any other freehold or leasehold property wheresoever situate then or thereafter belonging to it and all buildings and Fixtures thereon, the proceeds of sale of all or any part thereof and the benefit of any covenants for title given or entered into by any predecessor in title of the Company and any moneys paid or payable in respect of such covenants;

(ii) charged by way of fixed charge all Securities together with all Related Rights accruing thereto,

(iii) assigned by way of absolute assignment (subject to the proviso contained in clause 3.2 of the Debenture) all of the Insurances,

(iv) assigned by way of absolute assignment (subject to the proviso contained in clause 3.2 of the Debenture) all of the Company's present and future book and other debts, the proceeds of and the right to demand the same and all other moneys due and owing to the Company or which may become due and owing to it at any time in the future and the benefit of all rights, securities and guarantees of any nature whatsoever then or at any time enjoyed or held by it in relation to any of the foregoing; and

(v) (to the extent that the same are not the subject of a specific assignment or charge pursuant to the foregoing paragraphs) charged by way of fixed charge all of the Company's rights and benefits under any agreements entered into by it (including all rights of enforcement of the same and all causes of action in relation thereto and in relation to any representations connected therewith), any letters of credit issued in its favour and all bills of exchange and other negotiable instruments held by it, any beneficial interest, claim or entitlement of the Company in any pension fund, the Company's present and future goodwill, the benefit of all present and future licences, consents and authorisations (statutory or otherwise) held in connection with its business or the use of any of the Premises or Mortgaged Property and the right to recover and receive all compensation which may at any time become payable to it in respect thereof, and the Company's present and future uncalled capital

The proviso contained in clause 3.2 of the Debenture is that, subject to the terms of any Deed of Priority, following the end of the Security Period, the Trustee shall re-assign to the Company or other person entitled thereto (without recourse or warranty and at the Company's expense) the subject matter of those assignments or, as the case may be, the

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## Addendum 2/3

balance thereof or other property or assets representing the same

Subject to the terms of any Deed of Priority, the Company with full title guarantee, as security for the payment and performance of the Secured Liabilities charged by way of floating charge all its undertaking and assets whatsoever and wheresoever both present and future not otherwise effectively mortgaged, charged by way of fixed charge, or assigned by the Debenture.

### DEFINITIONS

"Deed of Priority" means any Priority referred to in the Loan Stock Instrument, as from time to time amended, novated or supplemented

"Fixtures" means in relation to any freehold or leasehold property charged by or pursuant to the Debenture, all fixtures and fittings (including trade fixtures and fittings) and fixed plant and machinery from time to time thereon owned by the Company

"the Guarantee" means the Guarantee contained in the Loan Stock Instrument as adhered to under a deed of adherence dated 6 August 2010 executed by the Company in favour of the Trustee

"the Group" means the Company and any holding company from time to time of the Company and any subsidiary from time to time of the Company and/or any such holding company

"Insurances" means all contracts and policies of insurance of whatever nature which are from time to time taken out by or on behalf of the Company or (to the extent of such interest) in which the Company has an interest, any proceeds thereof, all rights to demand the same and the debts represented thereby

"the Loan Stock" means the Loan Stock constituted by the Loan Stock Instrument, as the same and its conditions may from time to time be amended supplemented or novated

"the Loan Stock Instrument" means the deed dated 10 August 2009 under which the Sygol Holdings Limited constituted the Series A 10% Secured Loan Stock, as such deed may from time to time be amended supplemented or novated

"Mortgaged Property" means the freehold/leasehold property specified in the Schedule attached to the Debenture and any other freehold or leasehold property for the time being comprised in the definition of "Security Assets"

"Premises" means all buildings and erections for the time being comprised within the definition of "Security Assets"

"Related Rights" means in relation to shares or any other securities, all dividends and interest paid or payable in relation thereto and all shares, securities, rights, moneys or

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## Addendum 3/3

property accruing or offered at any time in relation to such shares or other securities by way of redemption, substitution, exchange, bonus or preference, pursuant to option rights or otherwise any proceeds thereof, all rights to demand the same, and the debts represented thereby

"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 the Company to the Trustee and the holders of or other persons entitled or prospectively entitled from time to time to the Loan Stock in respect of the Loan Stock and/or Loan Stock Instrument and/or the Guarantee and/or this deed, and/or

any further instruments or documents governing loan stock or other advances made or guarantees given by any present or former holders of Loan Stock (in that capacity or otherwise) to or for obligations or liabilities of Sypol Holdings Limited or any member(s) of the Group and under any corresponding indemnities and which in any such case by agreement of Sypol Holdings Limited or any guarantor under the Guarantee and the Trustee or by written resolution signed by the Trustee are resolved from time to time to be included within the Secured Liabilities for the purposes hereof,

together with all costs, charges and expenses on a full indemnity basis incurred by the Trustee in the protection, preservation and enforcement of its respective rights in relation thereto

"Securities" means any stocks, shares, debentures, bonds and other securities and investments held by the Company

"Security Assets" means subject as herein provided, all property assets and undertaking of the Company which are expressed to be the subject of any Security Interest created pursuant to the Debenture apart from the leasehold property of the Company held pursuant to the terms of a lease between (1) Purple Sprouting Broccoli Limited; (2) New House Farm Business Centre Limited, and (3) Enable Infomatrix Limited, dated 16 March 2009

"Security Interest" means any mortgage, pledge, lien, charge, security assignment, hypothecation, security trust or security interest

"Security Period" means the period beginning on the date hereof and ending on the date upon which all the secured liabilities have been unconditionally and irrevocably paid and discharged in full and the security interests hereby created have been unconditionally and irrevocably released and discharged