

MR04

Statement of satisfaction in full or in part of a charge



Companies House

You can use the WebFiling service to file this form online.
Please go to www.companieshouse.gov.uk

☒ **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
against a company

☐ **What this form is for**
You may not use this form to
register a statement of satisfaction
in full or in part of a mortgage or
charge against a company

SATURDAY



A17

A3YT2KIP

10/01/2015

#13

COMPANIES HOUSE

ise
uk

1 Company details

Company number

Company name in full

→ **Filling in this form**
Please complete in typescript or in
bold black capitals

All fields are mandatory unless
specified or indicated by *

2 Charge creation

When was the charge created?

→ **Before 06/04/2013** Complete **Part A and Part C**

→ **On or after 06/04/2013** Complete **Part B and Part C**

Part A Charges created before 06/04/2013

A1 Charge creation date

Please give the date of creation of the charge

Charge creation date

A2 Charge number

Please give the charge number This can be found on the certificate

Charge number*

A3 Description of instrument (if any)

Please give a description of the instrument (if any) by which the charge is
created or evidenced

Instrument description

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

Statement of satisfaction in full or in part of a charge

Short particulars of the property or undertaking charged

Short particulars

Please see the continuation pages

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

Charges created on or after 06/04/2013**Charge code**

Charge code ①

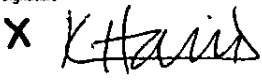
				-					-				
--	--	--	--	---	--	--	--	--	---	--	--	--	--

This is the unique reference code allocated by the registrar

MR04

Statement of satisfaction in full or in part of a charge

Part C To be completed for all charges

C1	Satisfaction	
	I confirm that the debt for the charge as described has been paid or satisfied Please tick the appropriate box	
	<input checked="checked" type="checkbox"/> In full <input type="checkbox"/> In part	
C2	Details of the person delivering this statement and their interest in the charge	
	Please give the name of the person delivering this statement	
Name	Katherine Harris (per pro Invensys Secretaries Limited, Secretary)	
	Please give the address of the person delivering this statement	
Building name/number	3rd Floor,	
Street	40 Grosvenor Place	
Post town	London	
County/Region		
Postcode	S W 1 X 7 A W	
	Please give the person's interest in the charge (e.g. chargor/chargee etc)	
Person's interest in the charge	Per Pro Invensys Secretaries Limited, Secretary	
C3	Signature	
	Please sign the form here	
Signature	<small>Signature</small> X  X	

MR04

Statement of satisfaction in full or in part of a 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 Katherine Harris

Company name Invensys Limited

Address

Post town

County/Region

Postcode

Country

DX

Telephone



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

Part A Charges created before 06/04/2013

- ☐ You have given the charge date
☐ You have given the charge number (if appropriate)
☐ You have completed the Description of instrument and Short particulars in Sections A3 and A4

- ☐ **Part B Charges created on or after 06/04/2013**
You have given the charge code

Part C To be completed for all charges

- ☐ You have ticked the appropriate box in Section C1
You have given the details of the person delivering this statement in Section C2
☐ 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 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

1. General

(a) All the Security created by the Security Deed

- (i) is created over present and future shares in the Charged Company owned the Chargor,
- (ii) is created in favour of the Security Agent, and
- (iii) is security for the payment, discharge and performance of all the Secured Liabilities

(b) The Security Agent holds the benefit of the Security Deed on trust for the Secured Creditors

2. Shares

(a) The Chargor charges

- (i) by way of a first mortgage all shares in the Charged Company owned by it or held by any nominee on its behalf, and
- (ii) (to the extent that they are not the subject of a mortgage under subparagraph (i) above) by way of a first fixed charge its interest in all shares in the Charged Company owned by it or held by any nominee on its behalf

(b) A reference in the Security Deed to any share includes

- (i) any dividend, interest or other distribution paid or payable,
- (ii) any right, money or property accruing or offered at any time by way of redemption, substitution, exchange, bonus or preference, under option rights or otherwise,
- (iii) any right against any clearance system, and
- (iv) any right under any custodian or other agreement,

in relation to that share

3. Restrictions on Dealings

The Chargor shall not

- (a) create or allow to exist any Security Interest on any of its assets, or
- (b) either in a single transaction or in a series of transactions and whether related or not and whether voluntarily or involuntarily dispose of all or any part of its assets,

unless permitted under the Security Deed or the Credit Agreement

4. Voting Rights

- (a) Before this Security becomes enforceable, the Chargor may continue to exercise the voting rights, powers and other rights in respect of its Shares unless it is reasonably likely to be prejudicial to the validity or enforceability of this Security or would impair the value of the Shares
- (b) If the relevant Shares have been registered in the name of the Security Agent or its nominee, the Security Agent (or that nominee) must exercise the voting rights, powers and other rights in respect of the Shares in any manner which the Chargor may direct in writing. The Security Agent (or that nominee) will execute any form of proxy or other document which the Chargor may reasonably require for this purpose
- (c) Notwithstanding paragraph (a) above, the Security Agent is not obliged to exercise the voting rights, powers and other rights in respect of the Shares in any manner which the Chargor may direct in writing if the Security Agent reasonably believes it is likely to be materially prejudicial to the validity or enforceability of the security created or would impair the value of the Shares charged
- (d) Before this Security becomes enforceable, all dividends or other income or distributions paid or payable in relation to any Shares must be paid to the Chargor unless the payment of those dividends is prohibited by any other Finance Document. To achieve this
 - (i) the Security Agent or its nominee will promptly execute any dividend mandate necessary to ensure that payment is made direct to the Chargor, or
 - (ii) if payment is made directly to the Security Agent (or its nominee) before this Security becomes enforceable, the Security Agent (or that nominee) will promptly pay that amount to the Chargor
- (e) Before this Security becomes enforceable, the Security Agent shall use its reasonable endeavours to promptly forward to the Chargor all material notices, correspondence and/or other communication it receives in relation to the Shares
- (f) After this Security has become enforceable or an Event of Default has occurred and is continuing, the Security Agent or its nominee may exercise or refrain from exercising
 - (i) any voting rights, and
 - (ii) any other powers or rights which may be exercised by the legal or beneficial owner of any Share, any person who is the holder of any Share or otherwise,

in each case, in the name of the Chargor, the registered holder or otherwise and without any further consent or authority on the part of the Chargor and irrespective of any direction given by the Chargor
- (g) To the extent that the Shares remain registered in the names of the Chargors, the Chargor irrevocably appoints the Security Agent or its nominee as its proxy to exercise all voting rights in respect of those Shares at any time after this Security has become enforceable
- (h) The Chargor must indemnify the Security Agent against any loss or liability incurred by the Security Agent as a consequence of the Security Agent acting in respect of its Shares on the direction of the Chargor

5. Further Assurances

The Chargor must, at its own expense, take whatever action the Security Agent or a Receiver may require for

- (a) creating, perfecting or protecting any security intended to be created by or pursuant to the Security Deed,
- (b) facilitating the realisation of any Security Asset,
- (c) facilitating the exercise of any right, power or discretion exercisable by the Security Agent or any Receiver or any of their respective delegates or sub-delegates in respect of any Security Asset, or
- (d) creating and perfecting security in favour of the Security Agent (equivalent to the security intended to be created by the Security Deed) over any assets of the Chargor located in any jurisdiction outside England and Wales

This includes

- (i) the re-execution of the Security Deed,
 - (ii) the execution of any legal mortgage, charge, transfer, conveyance, assignment or assurance of any property, whether to the Security Agent or to its nominee, and
 - (iii) the giving of any notice, order or direction and the making of any filing or registration,
- which, in any such case, the Security Agent (acting reasonably) may think expedient

In this Form 395:

Accession Deed means a Fronting Bank Accession Deed or an Obligor Accession Deed

Additional Borrower has the meaning given to it in the Credit Agreement

Additional Guarantor has the meaning given to it in the Credit Agreement

Administrative Party has the same meaning given to it in the Credit Agreement

Ancillary Facility has the same meaning given to it in the Credit Agreement

Ancillary Facility Document means any document evidencing any Ancillary Facility

Ancillary Outstandings has the same meaning given to it in the Credit Agreement

Arrangers means BANC OF AMERICA SECURITIES LIMITED, DEUTSCHE BANK AG, LONDON BRANCH, HSBC BANK PLC, LLOYDS TSB BANK PLC, MORGAN STANLEY BANK INTERNATIONAL LIMITED and THE ROYAL BANK OF SCOTLAND PLC as mandated lead arrangers

Bonding Facility has the meaning given to it in the Credit Agreement

Bonding Instrument means a letter of credit, guarantee, bond, counter-indemnity or other instrument issued or to be issued by a Fronting Bank pursuant to Clause 6 (Utilisation – Bonding

Instruments) of the Credit Agreement, and when designated "A", "B", "C" or "D", means such an instrument issued or to be issued under the Bonding Facility so designated

Borrower means an Original Borrower or an Additional Borrower

Charged Company means INVENSYS PROCESS SYSTEMS (S) PTE LTD (Registered number 197700782D)

Commitment has the meaning given to it in the Credit Agreement

Compliance Certificate means a certificate, substantially in the form of Schedule 6 (Form of Compliance Certificate) of the Credit Agreement

Credit has the meaning given to it in the Credit Agreement

Credit Agreement means the Credit Agreement dated 25 May 2006 between, amongst others, the Chargor, the Lenders (as defined in that agreement), the Facility Agent and the Security Agent

Event of Default means an event specified as such in Clause 24 (Default) of the Credit Agreement

Facility has the meaning given to it in the Credit Agreement

Facility Agent means DEUTSCHE BANK AG, LONDON BRANCH as facility agent for the lenders under the Credit Agreement

Fee Letter means any letter entered into by reference to the Credit Agreement between one or more Administrative Parties and the Chargor setting out the amount of certain fees referred to in the Credit Agreement

Finance Document means

- (a) the Credit Agreement,
- (b) a Fee Letter,
- (c) an Accession Deed,
- (d) a Transfer Certificate,
- (e) an Ancillary Facility Document,
- (f) a Hedging Document,
- (g) the Intercreditor Deed,
- (h) a Security Document,
- (i) a Compliance Certificate,
- (j) a Request,
- (k) a Bonding Instrument,
- (l) the Syndication Letter, or

(m) any other document designated as such by the Chargor and the Facility Agent

Finance Party means an Administrative Party, a Lender or a Hedging Bank

Fronting Bank has the meaning given to it in the Credit Agreement

Fronting Bank Accession Deed has the meaning given to it in the Credit Agreement

Fronting Loan has the meaning given to it in the Credit Agreement

Group means the Parent and its Subsidiaries

Guarantor means an Original Guarantor and any Additional Guarantor

Hedging Bank has the meaning given to it in the Intercreditor Deed

Hedging Documents has the meaning given to it in the Intercreditor Deed

Intercreditor Deed means the Intercreditor Deed dated 13 June 2006 between, amongst others, the Obligors, the Secured Creditors, the Facility Agent and the Security Agent and others, providing for the ranking and relative priorities of the claims of certain creditors of certain members of the Group

Lender means

- a) an Original Lender, or
- b) any person which becomes a Lender after the date of, and in accordance with the terms of, the Credit Agreement,

and includes a Fronting Bank in relation to Fronting Loans made by it, but (in each case) only for so long as it has any outstanding Commitment or participation in any Credit or Ancillary Outstanding or any amount is owed to it (whether actually or contingently) in its capacity as Lender

Obligor means the Parent, a Borrower or a Guarantor

Obligor Accession Deed has the meaning given to it the Credit Agreement

Original Borrower has the meaning given to it in the Credit Agreement

Original Guarantor has the meaning given to it in the Credit Agreement

Original Lender has the meaning given to it in the Credit Agreement

Parent means INVENSYS PLC (registered number 00166023) with its registered office at Portland House, Bressenden Place, London SW1E 5BF

Receiver means an administrative receiver, a receiver and manager or a receiver, in each case, appointed under the Security Deed

Request means a request for a Credit, substantially in the form of the relevant Part of Schedule 3 (Forms of Request) of the Credit Agreement or in any other form as the Facility Agent, a Borrower and (in the case of a request for or relating to a Bonding Instrument) the relevant Fronting Bank may agree

Secured Creditors has the meaning given to that term in the Intercreditor Deed

Secured Debt Finance Documents has the meaning given to that term in the Intercreditor Deed

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 Obligor to any Secured Creditor under each or any of the Secured Debt Finance Documents together with all costs, charges and expenses incurred by any Secured Creditor in connection with the protection, preservation or enforcement of its respective rights under the Secured Debt Finance Documents (as the case may be) or any other document evidencing or securing any such liability

Security means any Security Interest created, evidenced or conferred by or under the Security Deed or any Deed of Accession

Security Assets means all assets of the Chargor the subject of this Security

Security Document has the meaning given to it in the Credit Agreement

Security Interest means any mortgage, pledge, lien, charge (fixed or floating), assignment, hypothecation, set-off or trust arrangement for the purpose of creating security, reservation of title or security interest or any other agreement or arrangement having a substantially similar effect

Shares means all shares in any member of the Group the subject of this Security

Subsidiary has the meaning given to it in the Credit Agreement

Syndication Letter means the syndication letter dated on or about the date of the Credit Agreement and made between the Parent, the Chargor and the Arrangers in relation to, among other things, syndication of the Facilities

Transfer Certificate means a certificate substantially in the form set out in the Credit Agreement with such amendments as the Facility Agent may approve or reasonably require, or in any other form agreed between the Facility Agent and the Chargor