

# MR04

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



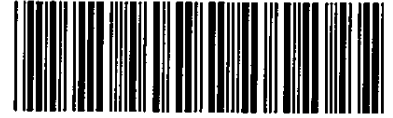
Companies House

You can use the WebFiling service to file this form online  
Please go to [www.companieshouse.gov.uk](http://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 NOT for**  
You may not use this form to  
register a statement of satisfaction  
in full or in part of a mortgage  
charge against an LLP. Use form  
LL MR04

THURSDAY



\*A3L0ZFVU\*

A22

20/11/2014

#238

COMPANIES HOUSE

### 1 Company details

Company number 0 0 5 7 4 1 0  
Company name in full Invensys International Holdings Limited

→ **Filing 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 1 3 0 7 2 0 0 6

### 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 An English law global insurance security agreement dated 13 June  
2006 between amongst others, the Parent, the Pledgor and the  
Security Agreement

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

MR04

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A4

**Short particulars of the property or undertaking charged**

Please give the short particulars of the property or undertaking charged

Short particulars

Please see the continuation pages

**Continuation page**

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

**Part B**

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

B1

**Charge code**

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

Charge code ❶

-     -

**❶ Charge code**

This is the unique reference code allocated by the registrar

MR04

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**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

☒ In full☐ 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

Signature

X 

Per Pro Invensys Secretaries Limited X

Secretary

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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 NR 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)

## SHORT PARTICULARS OF ALL THE PROPERTY MORTGAGED OR CHARGED

### 1. GENERAL

- (a) All the security created under the Global Insurance Security Agreement:
- (i) has been created on the first Utilisation Date;
  - (ii) has been created in favour of the Security Agent;
  - (iii) is security for the payment of all the Secured Liabilities; and
  - (iv) has been made with full title guarantee in accordance with the Law of Property (Miscellaneous Provisions) Act 1994.
- (b) If the rights of the Pledgor under a document cannot be secured without the consent of a party to that document:
- (i) the Pledgor must notify the Security Agent promptly,
  - (ii) the Security will secure all amounts which the Pledgor may receive, or has received, under that document but exclude the document itself, and
  - (iii) unless the Security Agent otherwise requires, the Pledgor must use reasonable endeavours to obtain the consent of the relevant party to that document being secured under the Global Insurance Security Agreement
- (c) The Security Agent holds the benefit of the Global Insurance Security Agreement on trust for the Secured Creditors.
- (d) The fact that no or incomplete details of any Security Asset are inserted in Schedule 1 (Insurances) of the Global Insurance Security Agreement or in the schedule to any Deed of Accession (if any) by which any Chargor became party to the Global Insurance Security Agreement does not affect the validity or enforceability of the Security.

### 2. INSURANCES

- (a) The Pledgor has assigned absolutely, subject to a proviso for re-assignment on redemption, all amounts payable to it under or in connection with each of its Insurances (including those listed in Schedule 1 of these continuation pages but excluding any Insurance that is a third party liability only insurance) and all of its rights in connection with those amounts.
- (b) To the extent that they are not effectively assigned under paragraph (a) above, the Pledgor has charged by way of first fixed charge all amounts and rights described in paragraph (a) above.
- (c) A reference in this Subclause to any amounts excludes all amounts received or receivable under or in connection with any third party liability insurance and required to settle a liability of an Obligor to a third party

### 3. RESTRICTIONS ON DEALINGS

The Pledgor may 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 Global Insurance Security Agreement or the Credit Agreement.

**In this Companies Form 395:**

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

**Accounting Principles** means the accounting principles and policies used in the preparation of the Original Financial Statements.

**Additional Borrower** means a member of the Group which becomes a Borrower in accordance with Clause 31.7 (Additional Obligors) of the Credit Agreement.

**Additional Chargor** means a member of the Group which becomes a Chargor by executing a Deed of Accession.

**Additional Guarantor** means a member of the Group which becomes a Guarantor in accordance with Clause 31.7 (Additional Obligors) of the Credit Agreement.

**Administrative Party** means an Arranger, a Fronting Bank, the Facility Agent or the Security Agent.

**Affiliate** means, in relation to any person, a Subsidiary or a Holding Company of that person or any other Subsidiary of that Holding Company

**Agent's Spot Rate of Exchange** means the Facility Agent's spot rate of exchange for the purchase of the relevant currency in the London foreign exchange market with the relevant Base Currency as of 11 00 a.m. on a particular day (or, in relation to a Fronting Loan, at such later time as the Facility Agent is notified of the payment of the claim giving rise to the Fronting Loan).

**Ancillary Commitment** means, with respect to any Ancillary Lender and an Ancillary Facility, the maximum amount which that Ancillary Lender has agreed (whether or not subject to satisfaction of conditions precedent) to make available from time to time under an Ancillary Facility and which has been authorised as such under Clause 8 (Ancillary Facilities) of the Credit Agreement, to the extent not cancelled, transferred or reduced under the Credit Agreement

**Ancillary Facility** means any facility or financial accommodation (including any overdraft, foreign exchange, guarantee, bonding, documentary or standby letter of credit, credit card, settlement limit, daylight overdraft or automated payments facility) established by a Lender under Clause 8 (Ancillary Facilities) of the Credit Agreement, in place of all or part of any of its Revolving Credit Commitments or Bonding Commitments

**Ancillary Facility Document** means any document evidencing any Ancillary Facility

**Ancillary Lender** means at any time a Lender which is at that time making available an Ancillary Facility.

**Ancillary Outstanding** means, at any time and with respect to the Ancillary Facility of any Ancillary Lender, the Base Currency Equivalent on that date of the aggregate of all of the following amounts (as calculated by that Ancillary Lender) outstanding at that time under that Ancillary Facility

- (a) all amounts of principal then outstanding under any overdraft, cheque drawing or other account facilities determined on the same basis (whether net or gross) as that for determining any limit on such facilities imposed by the terms of that Ancillary Facility,
- (b) the maximum potential liability (excluding amounts stated to be in respect of interest and fees) under all guarantees, bonds and letters of credit then outstanding under that Ancillary Facility; and
- (c) in respect of any other facility or financial accommodation, such other amount as fairly represents the aggregate exposure of that Ancillary Lender under that facility or accommodation, as reasonably determined by that Ancillary Lender from time to time in accordance with its usual banking practice for facilities or accommodation of the relevant type

**Arranger** means each of Bank 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 under the Credit Agreement

**Backup Revolving Credit Commitment** means:

- (a) for an Original Lender, twice the amount set opposite its name in Part 3 of Schedule 2 (Original Parties) of these continuation pages under the heading "Revolving Credit Commitments" and the amount of any other Backup Revolving Credit Commitment it acquires; and
- (b) for any other Lender, the amount of any Backup Revolving Credit Commitment it acquires,

to the extent not cancelled, transferred or reduced under the Credit Agreement.

**Backup Revolving Credit Facility** means the revolving credit facility referred to in Clause 2.3 (Backup Revolving Credit Facility) of the Credit Agreement

**Base Currency** means:

- (a) in respect of a Loan or Commitment under the A Term Facility or the A Bonding Facility, US Dollars,
- (b) in respect of a Loan or Commitment under the B Term Facility or the C Bonding Facility, Euro; or
- (c) in respect of a Loan or Commitment under a Revolving Credit Facility, the B Bonding Facility, the D Bonding Facility, or any other amount, Sterling

**Base Currency Equivalent** means, in relation to an amount expressed or denominated in any currency, the equivalent of that amount in the Base Currency of the relevant Facility (or, if used other than in relation to a particular Facility, the equivalent of that amount in Sterling) converted at the Agent's Spot Rate of Exchange on the date of the relevant calculation and, in relation to an amount expressed or denominated in the Base Currency, that amount.

**Bonding Commitment** means:

- (a) for an Original Lender, the amount set opposite its name in Part 3 of Schedule 2 (Original Parties) of these continuation pages under the heading "Bonding Commitments" and designated "A", "B", "C", "D", and the amount of any other Bonding Commitment so designated it acquires; and
- (b) for any other Lender, the amount of any Bonding Commitment so designated it acquires,

to the extent not cancelled, transferred or reduced under the Credit Agreement.

**Bonding Facility** means the bonding facility referred to in Clause 2.4 (Bonding Facility) of the Credit Agreement comprising that portion drawable from the A Bonding Commitments (the **A Bonding Facility**), that portion drawable from the B Bonding Commitments (the **B Bonding Facility**), that portion drawable from the C Bonding Commitments (the **C Bonding Facility**) and that portion drawable from the D Bonding Commitments (the **D Bonding Facility**)

**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

**Chargor** means an Original Chargor and any Additional Chargor.

**Commitment** means a Term Loan Commitment, a Revolving Credit Commitment, a Bonding Commitment or an Ancillary Commitment.

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

**Credit** means a Loan or a Bonding Instrument

**Credit Agreement** means the credit agreement dated 25 May 2006 between, amongst others, Holdings, the Lenders, the Facility Agent and the Security Agent.

**Deed of Accession** means a deed substantially in the form of Schedule 3 (Form of Deed of Accession) of the Global Insurance Security Agreement.

**Euro or €** means the single currency of the Participating Member States

**Facility** means a Term Facility, a Revolving Credit Facility, a Bonding Facility or an Ancillary Facility established pursuant to the Credit Agreement

**Facility Agent** means Deutsche Bank AG, London Branch in its capacity as facility agent

**Fee Letter** means any letter entered into by reference to the Credit Agreement between one or more Administrative Parties and Holdings 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 Holdings and the Facility Agent.

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

**Fronting Bank** means

- (a) the Original Fronting Bank; or
- (b) any person which becomes a Fronting Bank after the date of, and in accordance with the terms of, the Credit Agreement.

**Fronting Bank Accession Deed** means a deed substantially in the form of Part 2 of Schedule 7 (Form of Accession Deeds) of the Credit Agreement, with such amendments as the Facility Agent and Holdings may agree.

**Fronting Loan** has the meaning given to it in Clause 7.5 (Fronting Loans) of the Credit Agreement, and when designated "A", "B", "C" or "D", means a Fronting Loan under the Bonding Facility so designated

**Group** means the Parent and its Subsidiaries

**Guarantor** means an Original Guarantor and any Additional Guarantor.

**Hedging** means any interest rate or currency swap, derivative transaction or other hedging facility.

**Hedging Bank** means each person (if any) named in Schedule 3 (Hedging Banks and Hedging Documents) of the Intercreditor Deed and any other person which becomes a party to the Intercreditor Deed as a Hedging Bank under Clause 12.1 (Accession of Hedging Banks) of the Intercreditor Deed, in each case in its capacity as provider of Hedging to any of the Obligors (as defined in the Intercreditor Deed).

**Hedging Document** means each master agreement, confirmation or other document evidencing any Hedging provided by a Hedging Bank to an Obligor (as defined in the Intercreditor Deed), which Hedging is specified in Schedule 3 (Hedging Banks and Hedging Documents) of the Intercreditor Deed or has been approved under Clause 12.1 (Accession of Hedging Banks) of the Intercreditor Deed.

**Holding Company** of any other person, means a person in respect of which that other person is a Subsidiary.

**Holdings** means Invensys International Holdings Limited (registered number 00057410)

**Insurance** in relation to any member of the Group means any contract of insurance taken out by or on behalf of that member of the Group or under which it has a right to claim

**Intercreditor Deed** means the intercreditor deed dated on or about the date of the Global Insurance Security Agreement 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.

**Loan** means the principal amount of each borrowing under a Facility or the principal amount outstanding of that borrowing, including in each case a Fronting Loan but excluding in each case any Ancillary Outstandings.

**Obligor** means the Parent, a Borrower or a Guarantor.

**Obligor Accession Deed** means a deed substantially in the form of Part 1 of Schedule 7 (Form of Accession Deeds) of the Credit Agreement, with such amendments as the Facility Agent and Holdings may agree

**Original Borrower** means each of the persons listed in Part 1 of Schedule 2 (Original Parties) of these continuation pages as original borrowers under the Credit Agreement.

**Original Chargor** means each of the persons listed in Part 3 of Schedule 2 (Original Parties) of these continuation pages as original chargors under the Global Insurance Security Agreement.

**Original Financial Statements** means the audited consolidated financial statements of the Group for the year ended 31 March 2006.

**Original Fronting Bank** means each of the Bank of America, N.A., Deutsche Bank AG, London Branch, HSBC Bank plc and The Royal Bank of Scotland plc as original fronting banks under the Credit Agreement.

**Original Guarantor** means each of the persons listed in Part 2 of Schedule 2 (Original Parties) of these continuation pages as original guarantors under the Credit Agreement.

**Original Lender** means each of Bank of America, N A, Deutsche Bank AG, London Branch, HSBC Bank plc, Lloyds TSB Bank plc, Morgan Stanley Senior Funding, Inc. for Credits to US Borrowers and its Affiliate Morgan Stanley Bank International Limited for Credits to non-US Borrowers and The Royal Bank of Scotland plc as original lenders under the Credit Agreement

**Original US Borrower** means Invensys USA Finance Inc , incorporated in the State of Delaware, US

**Parent** means Invensys Plc (registered number 00166023) with its registered office at Portland House, Bressenden Place, London, SW1E 5BF.

**Participating Member State** means a member state of the European Communities that adopts or has adopted the Euro as its lawful currency under the legislation of the European Community for Economic Monetary Union.

**Primary Revolving Credit Commitment** means:

- (a) for an Original Lender, the amount set opposite its name in Part 3 of Schedule 2 (Original Parties) of these continuation pages under the heading "Revolving Credit Commitments" and the amount of any other Primary Revolving Credit Commitment it acquires; and
  - (b) for any other Lender, the amount of any Primary Revolving Credit Commitment it acquires,
- to the extent not cancelled, transferred or reduced under the Credit Agreement.

**Primary Revolving Credit Facility** means the revolving credit facility referred to in Clause 2.2 (Primary Revolving Credit Facility) of the Credit Agreement.

**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.

**Revolving Credit Commitment** means a Primary Revolving Credit Commitment or a Backup Revolving Credit Commitment.

**Revolving Credit Facility** means the Primary Revolving Credit Facility or the Backup Revolving Credit Facility

**Secured Creditor** means a Senior Creditor or a Hedging Bank as the context requires.

**Secured Debt Finance Documents** means the Senior Finance Documents and the Hedging Documents

**Security** means any Security Interest created, evidenced or conferred by or under the Global Insurance Security Agreement or any Deed of Accession.

**Security Assets** means all assets of the Pledgor the subject of the Security.

**Security Document** means.

- (a) each document referred to in Part 2 of Schedule 2 (Conditions precedent documents) of the Credit Agreement or entered or required to be entered into pursuant to Clause 23.29 (Guarantees and security) of the Credit Agreement; and
- (b) any other document evidencing or creating any guarantee or security over any asset of any Obligor to secure any obligation of any Obligor to a Finance Party under the Finance Documents.

**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.

**Senior Creditor** means each of

- (a) the persons named in Schedule 2 (Senior Creditors) of the Intercreditor Deed in their capacity as Lenders and/or Ancillary Lender and/or Fronting Bank under the Credit Agreement;
- (b) the persons which become Lenders under the Credit Agreement after the date of the Intercreditor Deed, and
- (c) the Arrangers, the Facility Agent and the Security Agent.

**Senior Finance Documents** means the Finance Documents excluding the Hedging Documents.

**Sterling and £** means the lawful currency for the time being of the UK

**Subsidiary** means any of:

- (a) a subsidiary within the meaning of section 736 of the Companies Act 1985,
- (b) a subsidiary undertaking within the meaning of section 258 of the Companies Act 1985; and
- (c) an entity treated as a subsidiary in the financial statements of any person pursuant to the Accounting Principles

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

**Term Facility** means the term facility referred to in Clause 2.1 (Term Facility) of the Credit Agreement comprising that portion drawable from the A Term Loan Commitments (the **A Term Facility**) and that portion drawable from the B Term Loan Commitments (the **B Term Facility**).

**Term Loan Commitment** means:

- (a) for an Original Lender, the amount set opposite its name in Part 3 of Schedule 2 (Original Parties) of these continuation pages under the heading "Term Loan Commitments" and designated "A" or "B" and the amount of any other Term Loan Commitment so designated which it acquires; and
- (b) for any other Lender, the amount of any other Term Loan Commitment which it acquires,

in each case to the extent not cancelled, transferred or reduced under the Credit Agreement.

**Transfer Certificate** means a certificate substantially in the form of Schedule 5 (Form of Transfer Certificate) of 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 Holdings

**UK** means the United Kingdom of Great Britain and Northern Ireland

**US** means the United States of America.

**US Borrower** means the Original US Borrower (for so long as it is a Borrower) and any other Borrower incorporated or organised under the laws of the US or any state of the US (including the District of Columbia)

**US Dollars and US\$** means the lawful currency for the time being of the US.

**Utilisation Date** means each date on which a Facility is utilised by the drawing of a Loan or the issue of a Bonding Instrument