

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 NOT for**

You may not use this form to
register a statement of satisfaction
in full or in part of a mortgage or
charge against an LLP. Use
LL MR04



A22

A3L0ZFUY
20/11/2014
COMPANIES HOUSE

#234

THURSDAY

1 Company details

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

35

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 A Finnish law agreement on the pledge of bank account dated 12
June 2006 between the Pledgor and the Security Agent

Continuation page

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

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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 ①

- -

① Charge code

This is the unique reference code allocated by the registrar

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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 Harns (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
Secretary

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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 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

SHORT PARTICULARS OF ALL THE PROPERTY MORTGAGED OR CHARGED

1. PLEDGE

Effective as of the first Utilisation Date, the Pledgor, as continuing security for the timely and complete discharge of the Secured Liabilities, has unconditionally and irrevocably pledged to the Secured Creditors represented by the Security Agent on the terms and conditions set out in the Pledge Agreement, all its rights and interests in the Bank Account and all funds from time to time standing to the credit of the same, including for the avoidance of doubt, any interest accrued on the Bank Account during the Security Period

2. UNDERTAKINGS

- 2.1 Until the occurrence of an Event of Default which is continuing, the Pledgor may withdraw, and permit to be withdrawn, cash from the Bank Account to make payments permitted by the Credit Agreement
- 2.2 Until the occurrence of an Event of Default which is continuing, nothing in the Pledge Agreement shall impede the operation of cash pooling arrangements, cash pooling or the operation in the ordinary course of business of the Pledgor's cash operations.
- 2.3 Immediately upon the occurrence of an Event of Default which is continuing, the right of the Pledgor to withdraw, or permit Transaction Account holders to withdraw, any amount from the Bank Account shall cease forthwith, and the Pledgor shall forthwith revoke all rights of any Transaction Account holder to withdraw any amount from the Bank Account and duly inform the Bank that such rights have been revoked

Definitions

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 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 Outstandings 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 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 in its respective capacity as arranger 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 1 (Original Parties) of the Credit Agreement 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.

Bank means SEB Skandinaviska Enskilda Banken AB (publ) Helsinki Branch

Bank Account means the Pledgor's cash pool consolidation account with the Bank, as specified in the Pledge Agreement, that account being subject to the Nordic Cash Pool 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 1 (Original Parties) of the Credit Agreement 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.

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, *inter alia*, the Pledgor, the Lenders and the Security Agent.

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

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

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 under the Credit Agreement.

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 of Deutsche Bank AG, London Branch and HSBC Bank plc.

Hedging Document means each master agreement, confirmation or other document evidencing any Hedging provided by a Hedging Bank to an Obligor, 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) with its registered office at Portland House, Bressenden Place, London SW1E 5BF.

Intercreditor Deed means the intercreditor deed dated 13 June 2006 between, *inter alia*, the Pledgor and the Security Agent and relating to the Credit Agreement (as amended from time to time)

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.

Nordic Cash Pool Agreement means the Nordic Cash Pool Agreement dated 10 August 2004 between the Pledgor and the Bank setting out the terms and conditions for the use of the Bank Account

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), with such amendments as the Facility Agent and Holdings may agree.

Original Borrower mean each of Holdings and Invensys USA Finance Inc. in its respective capacity as original borrower under the Credit 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 Bank of America, N A , Deutsche Bank AG, London Branch, HSBC Bank plc and The Royal Bank of Scotland Plc in its respective capacity as original fronting bank under the Credit Agreement.

Original Guarantor means each of the persons listed in Part 2 of Schedule 1 (Original Parties) of the Credit Agreement in its respective capacity as original guarantor under the Credit Agreement and attached hereto as Schedule 1 (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 and its Affiliate Morgan Stanley Bank International Limited and The Royal Bank of Scotland plc.

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 1 (Original Parties) of the Credit Agreement 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 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 Period means the period beginning on the first Utilisation Date and ending on the date of which all the Secured Liabilities have been unconditionally and irrevocably paid and discharged in full.

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 this Deed; and
- (c) the Arrangers under and as defined in the Credit Agreement, the Facility Agent and the Security Agent.

Senior Finance Document has the meaning given to the term "Finance Document" in the Credit Agreement, but for the purposes of the Intercreditor Deed excludes 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 1 (Original Parties) of the Credit Agreement 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.

Transaction Account means any transaction account as described in the Nordic Cash Pool Agreement from time to time linked to the Bank Account.

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 Dollars and US\$ means the lawful currency for the time being of the United States of America.

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

N/A

SCHEDULE 1

ORIGINAL GUARANTORS UNDER THE CREDIT AGREEMENT

Name of Original Guarantor	Jurisdiction of incorporation	If relevant, registration number or equivalent
APV Overseas Holdings Limited	England & Wales	00237510
APV Systems Limited	England & Wales	00110117
BTR Industries Limited	England & Wales	00478575
Dimetronic S A.	Spain	
Ehwell Controls S r.l.	Italy	
Hawker Siddeley Group Limited	England & Wales	00302913
Hawker Siddeley Management Limited	England & Wales	00312506
H.S. Investments, LLC	State of Delaware, USA	
IMServ Europe Limited	England & Wales	02749624
Invensys APV A/S	Denmark	24730018
Invensys Controls Italy S.r.l.	Italy	
Invensys Controls UK Limited	England & Wales	00739180
Invensys Group Limited	England & Wales	05048465
Invensys Iberica S A	Spain	
Invensys Inc	State of Delaware, USA	
Invensys International Holdings Limited	England & Wales	00057410
Invensys Systems, Inc.	Commonwealth of Massachusetts, USA	
Invensys Systems Italia S p A.	Italy	
Invensys Systems (UK) Limited	England & Wales	00293260
Invensys USA Finance Inc.	State of Delaware, USA	
John Morris & Sons Limited	England & Wales	00089032
Maple Chase Company	State of Delaware, USA	
Ranco Incorporated of Delaware	State of Delaware, USA	
Ranco LP, Inc.	State of Ohio, USA	
Ranco Management Corporation	State of Ohio, USA	
Ranco North America, L.P.	State of Ohio, USA	
Robertshaw Controls Company	State of Delaware, USA	