

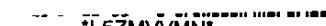
MG02

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



L5REQVXD

LD3 18/07/2011 32
COMPANIES HOUSE



L5ZMVVMN

LD4 07/07/2011 3
COMPANIES HOUSE

☒ 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 for
You cannot use this form to register a
statement of satisfaction in full or in
part of a fixed charge if the company registered
do this, please use form MG01

THURSDAY

MONDAY

1 Company details

Company number 0 5 4 9 0 3 1 4

Company name in full INGRES EUROPE LIMITED

For official use

→ Filling in this form
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 2 9 0 6 2 0 0 7

Description 1 COMPOSITE GUARANTEE AND DEBENTURE (the "Deed")

Date of registration 2 1 7 0 7 2 0 0 7

1 You should give a description of
the instrument (if any) creating or
evidencing the charge,
e.g. 'Legal charge'

2 The date of registration may be
confirmed from the certificate.

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 TRIPLEPOINT CAPITAL LLC

Address 2420 SAND HILL ROAD, STE 101 MENLO PARK, CA 94025

UNITED STATES OF AMERICA

Postcode

Name

Address

Postcode

Name

Address

Postcode

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

MG02

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

AS PER THE ATTACHED DOCUMENT

5

Satisfaction of the debt

I confirm that the debt for which the charge described above was given has
been paid or satisfied ①

☒ In full

☐ In part

① Please tick one box only

6

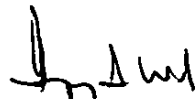
Signature

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.

MG02

Statement of satisfaction in full or in part of 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. The contact information you give will be visible to searchers of the public record.

Contact name BC/DHR

Company name NABARRO LLP

Address

Post town

County, Region

Postcode

S 2 5 S Y

Country

DX DX712550 Sheffield 20

Telephone 01142794000



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



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



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. LEGAL MORTGAGES, FIXED CHARGES AND ASSIGNMENTS

1.1 Legal Mortgages

The Chargor, with full title guarantee, as continuing security for the payment of the Secured Obligations charged in favour of the Lender by way of first legal mortgage all Real Property situated in England and Wales (including that described in the Schedule 1 hereto (Legally Mortgaged Property) as at 29 June 2007 belonging to it (the "Legally Mortgaged Property")

1.2 Fixed Charges

The Chargor, with full title, guarantee, as continuing security for the payment of the Secured Obligations, charged, in favour of the Lender

(a) by way of first fixed equitable charge all Real Property as at 29 June 2007 belonging to it and all Real Property acquired by it from time to time (other than the Legally Mortgaged Property) provided that in the case of the Excluded Leasehold Property clause 4.2 of the Deed should not apply unless and until the Chargor has obtained the landlord's consent (which it shall use its reasonable endeavours to obtain),

Please do not
write in
this margin

Please complete
legibly, preferably
in black type, or
bold block
lettering

Particulars as to commission allowance or discount (note 3)

N/A

Signed *DLA Piper UK LLP*

Date *16/07/2007*

On behalf of ~~XXXXXX~~ [mortgagee/chargee] †

A fee is payable
to Companies
House in
respect of each
register entry
for a mortgage
or charge
(See Note 5)

†delete as
appropriate

Notes

- 1 The original instrument (if any) creating or evidencing the charge, together with these prescribed particulars correctly completed must be delivered to the Registrar of Companies within 21 days after the date of creation of the charge (section 395). If the property is situated and the charge was created outside the United Kingdom delivery to the Registrar must be effected within 21 days after the date on which the instrument could in due course of post, and if dispatched with due diligence, have been received in the United Kingdom (section 398). A copy of the instrument creating the charge will be accepted where the property charged is situated and the charge was created outside the United Kingdom (section 398) and in such cases the copy must be verified to be a correct copy either by the company or by the person who has delivered or sent the copy to the Registrar. The verification must be signed by or on behalf of the person giving the verification and where this is given by a body corporate it must be signed by an officer of that body. A verified copy will also be accepted where section 398(4) applies (property situated in Scotland or Northern Ireland) and Form No. 398 is submitted.
- 2 A description of the instrument, eg "Trust Deed", "Debenture", "Mortgage", or "Legal charge", etc, as the case may be, should be given.
- 3 In this section there should be inserted the amount or rate per cent of the commission, allowance or discount (if any) paid or made either directly or indirectly by the company to any person in consideration of his,
 - (a) subscribing or agreeing to subscribe, whether absolutely or conditionally, or
 - (b) procuring or agreeing to procure subscriptions, whether absolute or conditional,for any of the debentures included in this return. The rate of interest payable under the terms of the debentures should not be entered.
- 4 If any of the spaces in this form provide insufficient space the particulars must be entered on the prescribed continuation sheet.
- 5 A fee of £13 is payable to Companies House in respect of each register entry for a mortgage or charge. Cheques and Postal Orders must be made payable to Companies House.
- 6 The address of the Registrar of Companies is Companies House, Crown Way, Cardiff CF14 3UZ.

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Addendum 1/4

1 Description of the instrument creating or evidencing the mortgage or charge (continued) (note 2)

Addendum 2/4

2 Amount due or owing on the mortgage or charge (continued)

NOTE.

In this form:

"Administrator" means an administrator appointed under Schedule B1 to the Insolvency Act 1986,

"Bank Accounts" means all current, deposit and other accounts of the Chargor with any bank or other financial institution in which the Chargor as at 29 June 2007, or from time to time, has an interest including, without limitation, those bank accounts of the Chargor as are more particularly described in Schedule 3 hereto (Bank Accounts), and all amounts as at 29 June 2007 and from time to time standing to the credit of or accrued or accruing on those accounts,

"Book Debts" means all of the Chargor's book and other debts, all its account receivables, all other rights it has to receive money and all other amounts, as at 29 June 2007, or from time to time, due, owing or payable to it and the benefit of all related guarantees, indemnities, negotiable instruments, rights and security interests of any kind,

"Charged Property" means the property, assets and income mortgaged, assigned or charged to the Lender (whether by way of legal mortgage, assignment, fixed or floating charge) by or pursuant to the Deed and each and every part of such property, assets and income,

"Event of Default" has the meaning given to it in section 14 of the Loan Agreement,

"Excluded Leasehold Property" means the leasehold property at St Martins Place, Bath Road, Slough, SL1 3UF,

"Finance Documents" means the Loan Documents and the Deed,

"Insurances" means all contracts and policies of insurance of any kind as at 29 June 2007 and from time to time taken out by or on behalf of the Chargor or (to the extent of its interest) in which it as at 29 June 2007, or from time to time, has an interest and all relating proceeds, claims of any kind, returns of premium and other benefits,

"Intellectual Property" means

(a) any patents, trade marks, service marks, designs, trade names, copyrights, design rights, moral rights, inventions, confidential information, know-how and other intellectual property, rights and interests, whether registered or unregistered, and

(b) the benefit of all applications and rights to use such assets,

(including, without limitation, the Intellectual Property listed in Schedule 4 hereto (Intellectual Property)) which the Chargor as at 29 June 2007, or from time to time, owns or (to the extent of its interest) in which it as at 29 June 2007, or from time to time, has an interest,

"Loan Agreement" means the plain english growth capital loan and security agreement dated 29 June 2007 and made between Ingres Corporation (the "Parent") and the Lender as amended, supplemented, extended, restated, novated and/or replaced in any manner from time to time,

"Obligor" means the Parent (as defined in the Deed) or any member of the Group (as defined in the Deed) that is a party to the Loan Agreement or has given a guarantee or Security in connection with the Parental Secured Obligations (as defined in the

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Deed),

"Permitted Liens" means any and all of the following (i) Liens (as defined in the Loan Agreement) in Our favor, (ii) Liens for taxes, fees, assessments or other governmental charges or levies, either not delinquent or being contested in good faith by appropriate proceedings, provided that such Liens do not have priority over any of Our Liens and You maintain adequate reserves in accordance with GAAP (as defined in the Loan Agreement), (iii) Liens securing claims or demands of materialmen, artisans, mechanics, and other like Persons (as defined in the Loan Agreement) arising in the ordinary course of Your business and imposed without action of such parties, provided that the payment thereof is not yet required and that such Liens do not have priority over any of Our Liens, (iv) Liens arising from judgments, decrees or attachments in circumstances which do not constitute an Event of Default under the Loan Agreement, (v) carriers', warehousemen's, suppliers' or other similar possessory liens arising in the ordinary course of business and securing liabilities in an outstanding aggregate amount not in excess of \$250,000 at any time, so long as such Liens attach only to Inventory (as defined in the Loan Agreement), (vi) the following deposits, to the extent made in the ordinary course of Your business deposits in favor of landlords required under leases or subleases (so long as We have a subordinated Lien on such deposits) under worker's compensation, unemployment insurance, social security and other similar laws, or to secure the performance of bids, tenders or contracts (other than for the repayment of borrowed money) or to secure indemnity, performance or other similar bonds for the performance of bids, tenders or contracts (other than for the repayment of borrowed money) or to secure statutory obligations (other than Liens arising under ERISA (as defined in the Loan Agreement) or environmental Liens) or surety or appeal bonds, or to secure indemnity, performance or other similar bonds, (vii) Liens on insurance proceeds in favor of insurance companies granted solely as security for financed premiums, (viii) purchase money Liens (including capital leases) securing Indebtedness (as defined in the Loan Agreement) not to exceed Two Million Dollars (\$2,000,000) (A) on Equipment (as defined in the Loan Agreement) (acquired or held by You incurred for financing the acquisition of that Equipment, or (B) existing on Equipment when acquired by You, so long as, in each case, the Lien is confined to the specific Equipment and the proceeds of the Equipment, (ix) Liens in favor of the Working Capital Lender (as defined in the Loan Agreement) arising under the Working Capital Loan Facility (as defined in the Loan Agreement) on Your personal property (other than Intellectual Property), and (x) Liens incurred in connection with the extension, renewal or refinancing of the Indebtedness (as defined in the Loan Agreement) secured by Liens of the type described in clauses (i), (vi), (vii), (viii) and (ix) above, provided that any extension, renewal or replacement Lien shall be limited to the property encumbered by the existing Lien and the principal amount of the Indebtedness being extended, renewed or refinanced (as may have been reduced by any payment thereon) does not increase,

"Plant and Machinery" ^{ingres} means all plant, machinery and equipment as at 29 June 2007, or from time to time owned by the Chargor or (to the extent of its interest) in which it as at 29 June 2007, or from time to time, has an interest,

"Real Property" means freehold and leasehold property situated in England and Wales (including, without limitation, the freehold and leasehold property listed in Schedule 1 hereto (Legally Mortgaged Property) and other real property anywhere in the world (in each case including any estate or interest therein, all proceeds of sale thereof, all rights from time to time attached or relating thereto and all Fixtures (as defined in the Deed) from time to time in or on such property),

"Receiver" means an administrative receiver or a receiver appointed pursuant to the provisions of the Deed or pursuant to any applicable law and such expression shall include, without limitation, a receiver and manager,

"Securities" means

- (a) all securities and investments of any kind (including the Shares (as defined in the Deed) and all stocks, shares, debentures, bonds, notes, loan capital, units, depositing receipts, commercial paper and certificates of deposit),
- (b) all warrants, options or other rights to subscribe for, purchase or otherwise acquire securities or investments, and
- (c) all other rights attaching and relating to securities or investments and all other securities or investments from time to time deriving from investments or such rights,

(including, without limitation, the Securities listed in Schedule 2 hereto (Shares)) in each case as at 29 June 2007, or from time to time, owned by the Chargor or (to the extent of its interest) in which it as at 29 June 2007, or from time to time, has an interest,

"Security" means a mortgage, charge, pledge, lien or other security interest securing any obligation of any person or any other

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agreement or arrangement having a similar effect

SCHEDULE 1

LEGALLY MORTGAGED PROPERTY

None

SCHEDULE 2

SHARES

None

SCHEDULE 3

BANK ACCOUNTS

ACCOUNT DETAILS

Current Account 10096289

ACCOUNT BANK

The Royal Bank of Scotland plc,
178 Buckingham Avenue, Slough,
Berkshire SL1 3UF

SCHEDULE 4

INTELLECTUAL PROPERTY

None

Addendum 3/4

3 Names, addresses and descriptions of the mortgages or persons entitled to the charge (continued)

Addendum 4/4

4 Short particulars of all the property mortgaged or charged (continued)

- (b) by way of first fixed charge all its Plant and Machinery (which is not mortgaged or charged under Clause 4.1 or paragraph (a) of the Deed),
- (c) by way of first fixed charge all its Securities (including, without limitation, that described in Schedule 2 hereto (Shares)),
- (d) by way of first fixed charge all its goodwill (both present and future),

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- (e) by way of first fixed charge all its Insurances, and
- (f) by way of first fixed charge all its Intellectual Property (including, without limitation, that described in Schedule 4 hereto (Intellectual Property))

1.3 Assignments

The Chargor, with full title guarantee, as continuing security for the payment of the Secured Obligations, assigned absolutely all its Insurances to the Lender

2. FLOATING CHARGE

2.1 Creation of Floating Charge

The Chargor, with full title guarantee, as continuing security for the payment of the Secured Obligations charged in favour of the Lender by way of floating charge the whole of its undertaking and all its property, assets and rights, whatsoever and wheresoever, present and future, other than any property or assets from time to time or for the time being effectively mortgaged, charged or assigned to the Lender under Clause 4 of the Deed (the "Floating Charge Property")

2.2 Qualifying Floating Charge

(a) The floating charge created by the Chargor pursuant to Clause 5 1 of the Deed (Creation of Floating Charge) is a "qualifying floating charge" for the purposes of paragraph 14 2(a) of Schedule B1 to the Insolvency Act 1986

(b) Paragraph 14 of Schedule B1 to the Insolvency Act 1986 shall apply to the Deed and the Lender may appoint an Administrator to the Chargor pursuant to that paragraph

2.3 Conversion of Floating Charge by notice

If, at any time

- (a) any Event of Default has occurred, or
- (b) the Lender believes that any asset of the Chargor is in danger of being seized or sold under any form of distress, execution or other similar process, or
- (c) the Lender believes that it is necessary in order to do so to protect the priority of the security created under the Deed,

then without prejudice to the provisions of Clause 5 4 (Automatic Conversion of Floating Charge) of the Deed the Lender may, by notice in writing to the Chargor, convert the floating charge granted by it under the Deed into a fixed charge in relation to the assets specified in such notice (which assets need not be exclusively those assets which are in danger of seizure or sale) and the Lender shall further be entitled (but not bound) to take possession of or appoint a Receiver of such assets

2.4 Automatic Conversion of Floating Charge

If

- (a) the Chargor takes any steps to create any security interest in breach of Clause 13 1 (Negative Pledge) of the Deed over any of the Floating Charge Property, or
- (b) any person levies any distress, execution, sequestration, attachment or other process against any of the Floating Charge Property,

then in the absence of any notice or other action by the Lender pursuant to Clause 5 3 (Conversion of Floating Charge by notice)

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of the Deed, the floating charge over the relevant Charged Property shall automatically operate as a fixed charge immediately upon the occurrence of such event

3. FURTHER ASSURANCE AND ADDITIONAL OBLIGATIONS

3.1 Further Assurance

The Chargor shall, at the request of the Lender and at the cost of the Chargor, forthwith do all acts and things and execute in favour of the Lender, or as it may direct, such further or other legal assignments, transfers, mortgages, charges, securities and other deeds and documents as the Lender may require, in such form as the Lender may require, in order to

- (a) protect, preserve, perfect or improve the security intended to be conferred on the Lender by or pursuant to the Deed, or
- (b) after an Event of Default, facilitate the realisation of all or any of the Charged Property and exercise all of the rights and powers conferred on the Lender, any Receiver or any delegate or either of the same for the purpose thereof or in connection therewith

3.2 Additional Obligations

The obligations of the Chargor under this Clause shall be in addition to and not in substitution for the covenants for further assurance deemed to be included in the Deed by virtue of the Law of Property (Miscellaneous Provisions) Act 1994

3.3 Undertaking relating to Securities

The Chargor undertook with the Lender that it shall

- (c) not (without the prior consent in writing of the Lender or save to the extent permitted under the Finance Documents)
- (i) permit any person other than the Chargor or the Lender (or its nominee) to be registered as holder of the Securities or any part thereof, or
- (ii) permit any reorganisation of share capital, any alteration of rights in respect of any class of shares in the company whose shares are changed or the amendment of any provision of the memorandum of association or articles of association of that company, and
- (d) not do or cause or permit to be done anything which may in any way depreciate, jeopardise or otherwise prejudice the interest of the Lender in, or the value to the Lender of, the Securities and use its best endeavours not to permit a variation of any rights attaching to any of the Securities

3.4 Restrictions on dealing with Book Debts

Notwithstanding Clause 13.1 (Negative Pledge) and Clause 13.2 (Restrictions on Disposals) of the Deed

- (a) the Chargor shall not create or permit to subsist any Security over all or any part of any of its Book Debts other than any Permitted Lien, and
- (b) the Chargor shall not enter into a single transaction or a series of transactions to sell, factor, transfer or otherwise dispose of all or any part of any of its Book Debts other than as required under Clause 6 (Further Assurance and Additional Obligations) of the Deed

4. BANK ACCOUNTS

4.1 Restriction on Bank Accounts

The Chargor shall not have any Bank Account other than those from time to time designated by the Lender or opened with the

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prior written consent of the Lender (such consent not to be unreasonably withheld or delayed)

4.2 Restrictions on dealing with Bank Accounts

Notwithstanding Clause 13.1 (Negative Pledge) and Clause 13.2 (Restriction on Disposals) of the Deed

- (a) the Chargor shall not create or permit to subsist any Security over all or any part of any of its Bank Accounts other than any Permitted Lien,
- (b) the Chargor shall not enter into a single transaction or a series of transactions to transfer, assign or otherwise dispose of all or any part of any of its Bank Accounts other than (a) as required under Clause 6 (Further Assurances and Additional Obligations) of the Deed and (b) in the ordinary course of its business

3. GENERAL UNDERTAKINGS

3.1 Negative Pledge

Without prejudice to Clause 10.3 (Restrictions on dealing with Book Debts) and Clause 11.2 (Restrictions on dealing with Bank Accounts) of the Deed, the Chargor covenanted that it shall not, nor shall it agree or purport to, create or permit to subsist any Security whether in any such case ranking in priority to or pari passu with or after the security created by the Deed save to the extent permitted or required under the Loan Agreement

4. POWER OF ATTORNEY

4.1 Grant of Power of Attorney

The Chargor irrevocably appointed the following, namely

- (a) the Lender,
- (b) each and every person to whom the Lender shall from time to time have delegated the exercise of the power of attorney conferred by Clause 16 of the Deed, and
- (c) any Receiver appointed under the Deed and for the time being holding office as such,

jointly and also severally to be its attorney or attorneys and in its name and otherwise on its behalf to do all acts and things and to sign, seal, execute, deliver, perfect and do all deeds, instruments, documents, acts and things which may be required for carrying out any obligation imposed on the Chargor by or pursuant to the Deed, for carrying any sale, lease or other dealing by the Lender or such Receiver into effect, for conveying or transferring any legal estate or other interest in land or other property or otherwise howsoever, for getting in the Charged Property, and generally for enabling the Lender and the Receiver to exercise the respective powers conferred on them by or pursuant to the Deed or by law. The Lender shall have full power to delegate the power conferred on it by this Clause, but no such delegation shall preclude the subsequent exercise of such power by the Lender itself or preclude the Lender from making a subsequent delegation thereof to some other person, any such delegation may be revoked by the Lender at any time

4.2 Powers of Attorney Act 1971

The power of attorney granted is as regards the Lender, its delegates and any such Receiver (and as the Chargor acknowledged) granted irrevocably and for value as part of the security constituted by the Deed to secure proprietary interests in and the performance of obligations owed to the respective donees within the meaning of the Powers of Attorney Act 1971

5. SAVING PROVISIONS

5.1 Additional Security

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The security set out in the Deed is in addition to and is not in any way prejudiced by any other security as at 29 June 2007 or subsequently held by the Lender

6. CONTINUING SECURITY

The security constituted by the Deed shall be continuing and shall not be considered as satisfied or discharged by any intermediate payment or settlement of the whole or any part of the Secured Obligations and shall be binding until all the Secured Obligations have been discharged in full to the satisfaction of the Lender and it has ceased to have any obligation whether actual or contingent to make any credit or accommodation available to the Obligors under the Loan Agreement