

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
LL MR04

FRIDAY



A27

A283FJJ5

10/05/2013

#381

COMPANIES HOUSE

1 Company details

Company number 05490314
Company name in full ACTIAN EUROPE LIMITED (the "Chargor")

→ 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**

① Property acquired
If section 859C of the Companies
Act 2006 applies, this is the date
that the property was acquired

Part A Charges created before 06/04/2013

A1 Charge creation date

Please give the date of creation of the charge ①

Charge creation date 29/06/2007

① Property acquired
If section 859C of the Companies
Act 2006 applies, this is the date
that the property was acquired

A2 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 Debenture (the "Debenture") dated 29 June 2007 between the
Chargor and Silicon Valley Bank (the "Bank")

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

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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

				-					-				
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① Charge code

This is the unique reference code allocated by the registrar

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

Forename(s)

Lisa

Surname

Stevens

Please give the address of the person delivering this statement

Building name/number

Telephone House

Street

2-4 Temple Avenue

Post town

London

County/Region

Postcode

E C 4 Y 0 H B

Please give the person's interest in the charge (e.g. chargor/chargee etc)

Person's interest in the charge

Solicitor for the Chargor

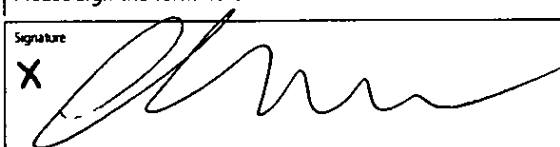
C3**Signature**

Please sign the form here

Signature

Signature

X



X

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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	Iva Kutija
Company name	Gibson Dunn & Crutcher LLP
Address	Telephone House 2-4 Temple Avenue
Post town	London
County/Region	
Postcode	E C 4 Y O H B
Country	United Kingdom
Dx	
Telephone	02070714000



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 completed the Description of instrument and Short particulars in Sections A2 and A3

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

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A3

Short particulars of the property or undertaking charged

Please give the short particulars of the property or undertaking charged

Continuation page

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

Short particulars

1 Legal Mortgages, Fixed Charges and Assignments

1 1 Legal Mortgage

The Chargor, with full title guarantee, as continuing security for the payment of the Secured Obligations, has charged in favour of the Bank by way of first legal mortgage all Real Property situated in England and Wales (including that described in Schedule 1 (Legally Mortgaged Property) of the Debenture) now 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, has charged in favour of the Bank

(a) by way of first fixed equitable charge all Real Property now 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 Debenture (paragraph 1 2 of this Form MR04) should not apply unless and until the Chargor has obtained the landlord's consent (which it shall use its reasonable endeavours to obtain),

(b) by way of first fixed charge all its Plant and Machinery which is not mortgaged or charged under Clause 4 1 or Clause 4 2(a) of the Debenture (paragraphs 1 1 and 2 1(a) of this Form MR04),

(c) by way of first fixed charge all its Securities, including, without limitation, that described in Schedule 2 (Shares) of the Debenture),

(d) by way of first fixed charge all its goodwill (both present and future), and

(e) by way of first fixed charge all its Insurances

3 Assignments

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

2 Floating Charge

2 1 The Chargor, with full title guarantee, as continuing security for the payment of the Secured Obligations has charged in favour of the Bank 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

(i) any property or assets from time to time or for the time being effectively mortgaged, charged or assigned to the Bank under Clause 4 of the Debenture (paragraph 1 of this Form MR04), and

(ii) its Intellectual Property (collectively the "Floating Charge Property")

(See continuation pages)

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Short particulars

2 2 The floating charge created by the Chargor pursuant to Clause 5 1 (Creation of Floating Charge) of the Debenture (paragraph 2 1 of this Form MR04) is a "qualifying floating charge" for the purposes of paragraph 14 2(a) of Schedule B1 to the Insolvency Act 1986

3 Undertaking relating to Securities

The Chargor has undertaken with the Bank that it shall

- (a) duly and promptly pay (or, in respect of Securities of which the Bank is the legal owner, pay to the Bank on demand amounts in respect of) all calls, installments or other payments which may be made or become due in respect of any of the Securities as and when the same from time to time become due (and if the Chargor does not do so, the Bank may make such payments on behalf of the Chargor),
- (b) comply promptly with any notice served on it under the Companies Act 1985,
- (c) not (without the prior consent in writing of the Bank or save to the extent permitted under the Finance Documents)
- (i) permit any person other than the Chargor or the Bank (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 charged 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 Bank in, or the value to the Bank of, the Securities and use its best endeavours not to permit a variation of any rights attaching to any of the Securities

4 General Undertakings

4 1 Negative Pledge

The Chargor has 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 Debenture save to the extent permitted or required under the Loan Agreement

4 2 Restrictions on Disposals

The Chargor has covenanted that it shall not nor shall it agree or purport to, sell, discount, factor, transfer, lease, lend or otherwise dispose of, whether by means of one or a number of transactions related or not and whether at one time or over a period of time, the whole or any part of its undertaking or assets save to the extent permitted or required under the Loan Agreement

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Short particulars of the property or undertaking charged

Short particulars	Please give the short particulars of the property or undertaking charged
	<p>4 3 Protection of Assets The Chargor shall keep or cause to be kept all its Charged Property (other than Real Property) in good working order and condition, ordinary wear and tear excepted and keep all Real Property in the same state of repair and condition as at the date of its acquisition</p> <p>4 4 Access The Chargor shall permit the Bank, its officers, employees and agents (on reasonable notice) free access at all reasonable times to view the state and condition of any of its Charged Property</p> <p>4 5 No Fixing The Chargor shall not fix or permit the affixing of any Charged Property to any of its Real Property which is not itself a Charged Property</p> <p>4 6 No other Prejudicial Conduct The Chargor shall not do, or permit to be done, anything which could or would reasonably be likely to prejudice the Security created under this Debenture</p> <p>5 Further Assurance The Chargor has covenanted that it shall, at the request of the Bank and at the cost of the Chargor, forthwith do all acts and things and execute in favour of the Bank, or as it may direct, such further or other legal assignments, transfers, mortgages, charges, securities and other deeds and documents as the Bank may require, in such form as the Bank may require, in order to (a) protect, preserve, perfect or improve the security intended to be conferred on the Bank by or pursuant to the Debenture, 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 Bank, any Receiver or any delegate or either of the same for the purpose thereof or in connection therewith</p> <p>Definitions In this Form MR04</p> <p>"Charged Property" means the property, assets and income mortgaged, assigned or charged to the Bank (whether by way of legal mortgage, assignment, fixed or floating charge) by or pursuant to the Debenture and each and every part of such property, assets and Income</p> <p>"Control Agreements" has the meaning given to it in the Loan Agreement</p> <p>"Event of Default" has the meaning given to it in the Loan Agreement</p>

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Please give the short particulars of the property or undertaking charged

Short particulars

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

"Finance Documents" means the Joinder Agreement, the Security Documents, and the Loan Documents

"Fixtures" means any fixtures, fittings (including trade fixtures and fittings), fixed plant and machinery and apparatus

"Group" means the Parent and each of its Subsidiaries for the time being

"Insurances" means all contracts and policies of Insurance of any kind now and from time to time taken out by or on behalf of the Chargor or (to the extent of its interest) in which it now, 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, which the Chargor now, or from time to time, owns or (to the extent of its interest) in which it now, or from time to time, has an interest

"Joinder Agreement" means the joinder agreement and amendment to the Loan Agreement dated on or about the date of the Debenture made between Ingres International, Inc, the Parent, the Chargor, and the Bank

"Loan Agreement" means the loan and security agreement (as amended, and which may from time to time be further amended, modified, supplemented, extended or restated) dated 27 November 2006 made between the Parent and the Bank

"Loan Documents" has the meaning given to it in the Loan Agreement

"Obligor" has the meaning given to the terms "Borrower" and "Guarantor" in the Loan Agreement

"Parent" means Ingres Corporation

"Plant and Machinery" means all plant, machinery and equipment now, or from time to time owned by the Chargor or (to the extent of its interest) in which it now, or from time to time, has an interest

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A3	Short particulars of the property or undertaking charged
Short particulars	<p>Please give the short particulars of the property or undertaking charged</p> <p>"Receiver" means an administrative receiver or a receiver appointed pursuant to the provisions of the Debenture or pursuant to any applicable law and such expression shall include, without limitation, a receiver and manager</p> <p>"Secured Obligations" means the actual, contingent, present and/or future obligations and liabilities of each Obligor to the Bank under or pursuant to the Finance Documents (including the Debenture)</p> <p>"Securities" means (a) all securities and Investments of any kind (including the Shares 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 (Shares) of the Debenture) in each case now, or from time to time, owned by the Chargor or (to the extent of its interest) in which it now, or from time to time, has an interest</p> <p>"Security" means a mortgage, charge, pledge, lien or other security interest securing any obligation of any person or any other agreement or arrangement having a similar effect</p> <p>"Security Documents" means the Debenture, the Control Agreements, the Loan Agreement the Share Charge and any other document entered into by any member of the Group creating or expressing to create any Security in respect of the Obligations or any guarantee of the Obligations</p> <p>"Share Charge" means the share charge dated 29 June 2007 made between Ingres International, Inc and the Bank which is to be entered into further to the terms of the Joinder Agreement</p> <p>"Shares" means the issued shares in the companies that are listed and described in Schedule 2 (Shares) of the Debenture</p> <p>"Subsidiaries" has the meaning given to it in the Loan Agreement</p> <p>SCHEDULE 1 - LEGALLY MORTGAGED PROPERTY None</p> <p>SCHEDULE 2 - SHARES</p> <p>Company whose shares are being charged INGRES EUROPE LIMITED, a company incorporated under the laws of England and Wales with registered number 05490314 and with its registered office at Lacon House, Theobalds Road, London WC1X 8RW</p> <p>Number and class of shares 1 ordinary share of £1</p>