

EBIX INC
Form 3
May 13, 2013

FORM 3 UNITED STATES SECURITIES AND EXCHANGE COMMISSION

Washington, D.C. 20549

OMB APPROVAL

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INITIAL STATEMENT OF BENEFICIAL OWNERSHIP OF SECURITIES

Filed pursuant to Section 16(a) of the Securities Exchange Act of 1934,
Section 17(a) of the Public Utility Holding Company Act of 1935 or Section
30(h) of the Investment Company Act of 1940

(Print or Type Responses)

1. Name and Address of Reporting Person *
Â RENNES FONDATION

(Last) (First) (Middle)

AEULESTRASSE 38,Â 9490
VADUZ

(Street)

PRINCIPALITY OF
LIECHTENSTEIN,Â N2Â FL-9490

(City) (State) (Zip)

2. Date of Event
Requiring Statement
(Month/Day/Year)
05/01/2013

3. Issuer Name **and** Ticker or Trading Symbol
EBIX INC [EBIX]

4. Relationship of Reporting
Person(s) to Issuer

5. If Amendment, Date Original
Filed(Month/Day/Year)

(Check all applicable)

____ Director ☒ 10%
Owner
____ Officer ____ Other
(give title below) (specify below)

6. Individual or Joint/Group
Filing(Check Applicable Line)
☒ Form filed by One Reporting
Person
____ Form filed by More than One
Reporting Person

Table I - Non-Derivative Securities Beneficially Owned

1. Title of Security
(Instr. 4)

2. Amount of Securities
Beneficially Owned
(Instr. 4)

3. Ownership
Form:
Direct (D)
or Indirect
(I)
(Instr. 5)

4. Nature of Indirect Beneficial
Ownership
(Instr. 5)

Common Stock

3,570,473 (1) (2) (3) (4)
(5)

D Â

Reminder: Report on a separate line for each class of securities beneficially
owned directly or indirectly.

SEC 1473 (7-02)

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information contained in this form are not
required to respond unless the form displays a
currently valid OMB control number.**

Table II - Derivative Securities Beneficially Owned (e.g., puts, calls, warrants, options, convertible securities)

1. Title of Derivative Security
(Instr. 4)

2. Date Exercisable and
Expiration Date
(Month/Day/Year)

3. Title and Amount of
Securities Underlying
Derivative Security
(Instr. 4)
Title

4. Conversion
or Exercise
Price of
Derivative

5. Ownership
Form of
Derivative
Security:

6. Nature of Indirect
Beneficial Ownership
(Instr. 5)

Date Exercisable	Expiration Date	Amount or Number of Shares	Security	Direct (D) or Indirect (I) (Instr. 5)
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Reporting Owners

Reporting Owner Name / Address	Relationships			
	Director	10% Owner	Officer	Other
RENNES FONDATION AEULESTRASSE 38 9490 VADUZ PRINCIPALITY OF LIECHTENSTEIN, N2 FL-9490	Â	Â X	Â	Â

Signatures

Rolf Herter,
Director 05/13/2013

__Signature of
Reporting Person Date

Explanation of Responses:

* If the form is filed by more than one reporting person, *see* Instruction 5(b)(v).

** Intentional misstatements or omissions of facts constitute Federal Criminal Violations. *See* 18 U.S.C. 1001 and 15 U.S.C. 78ff(a).

- On May 1, 2013, the Issuer entered into an Agreement and Plan of Merger (the "Merger Agreement") with Exchange Parent Corp., a Delaware corporation ("Parent"), and Exchange Merger Corp., a Delaware corporation and wholly owned subsidiary of Parent ("Merger Sub"). The Merger Agreement provides that, upon the terms and subject to the conditions set forth in the Merger Agreement, Merger Sub
- (1) will merge with and into the Issuer, with the Issuer continuing as the surviving corporation (the "Merger"), and all of the outstanding shares of the Issuer's Common Stock (other than shares (i) held by the Issuer as treasury stock, (ii) owned by Parent, Merger Sub or any subsidiary of the Issuer, and the Rollover Shares (as defined below) or (iii) held by stockholders who have demanded appraisal for such shares in accordance with Delaware law), will convert into the right to receive \$20.00 per share in cash, without interest.

- In connection with the Merger Agreement, Mr. Robin Raina, the Issuer's Chief Executive Officer, and the Robin Raina Foundation (collectively, the "Raina Investors") entered into an Investment Letter Agreement dated May 1, 2013 (the "Investment Letter Agreement")
- (2) with Parent pursuant to which, on the terms and subject to the conditions set forth therein, the Raina Investors will invest proceeds received by them in the Merger in Parent's immediate parent, an offshore partnership to be created prior to the closing of the transactions contemplated by the Merger Agreement ("Parent Holdco"), or Parent, in exchange for a capital interest in Parent Holdco or Parent.

- In connection with the Merger Agreement, the Reporting entered into a Rollover Letter Agreement dated May 1, 2013 (the "Rollover Agreement") pursuant to which the Reporting Person will exchange, at the effective time of the Merger, 3,000,000 shares of Issuer Common Stock it holds (the "Rollover Shares") for a capital interest in Parent Holdco or Parent (the "Rollover"). The Raina Investors and the Reporting Person (together, the "Rollover Stockholders") collectively currently own approximately 19% of the Issuer's outstanding shares. After the Merger is completed, Mr. Raina will indirectly retain an ownership interest of approximately 29% of the Issuer, and the Reporting Person will indirectly retain an ownership interest of approximately 15% of the Issuer.
- (3)

- Also in connection with the Merger, each of the Rollover Stockholders entered into a voting agreement dated May 1, 2013 with Parent (collectively, the "Voting Agreements") pursuant to which the Rollover Stockholders agreed, among other things, to: (1) vote all shares of Common Stock that are either currently owned or will be owned by such persons ("Voting Agreement Shares") in favor of the Merger
- (4) and against any alternative business combination transaction, and (2) grant an irrevocable proxy in favor of Parent to vote and exercise all voting rights with respect to the matters described above. The Voting Agreements also contain restrictions on the ability of the Rollover Stockholders to transfer their shares of Common Stock during the term of the Voting Agreements. The Voting Agreements terminate upon termination of the Merger Agreement.

- (5) As a result of the Merger Agreement, the Rollover Agreement, the Investment Letter Agreement and the Voting Agreements, the Reporting Person may be deemed to beneficially own more than 10% of the outstanding shares of Common Stock of the Issuer (by reason of being a member of a "group" within the meaning of Section 13(d) of the Securities Exchange Act of 1934, as amended (the "Act")).

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This Form 3 shall not be deemed an admission that the Reporting Person is a beneficial owner of any shares of Common Stock for any purpose, other than the securities reported in Table I of this Form 3.

Note: File three copies of this Form, one of which must be manually signed. If space is insufficient, *See* Instruction 6 for procedure.

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