

MR05

Statement that part or the whole of the property charged
(a) has been released from the charge (b) no longer
forms part of the company's property or undertaking

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 that part or the
whole of the property charged
has either (a) been released from
the charge or (b) no longer forms
part of the company's property

☐ **What this form is NOT for**
You may not use this form to
register this statement against a
LLP. Use form LL MR05

THURSDAY



A20 *A4GL19XK* #114
24/09/2015
COMPANIES HOUSE

1 Company details

Company number 0 2 8 6 8 4 9 8

Company name in full FIBROWATT GROUP 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 03 09 2005

A2 Charge number

Please give the charge number. This can be found on the certificate

Charge number* 0 0 0 3

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 Debenture dated 30 September, 2005 between the
Company and the Chargee (as defined below)

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

Statement that part or the whole of the property charged (a) has been released from the charge (b) no longer forms part of the company's property or undertaking

Short particulars of the property or undertaking charged

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

See continuation sheets 1-6

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

1 Charge code
This is the unique reference code allocated by the registrar

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Statement that part or the whole of the property charged (a) has been released from the charge (b) no longer forms part of the company's property or undertaking

Part C To be completed for all charges

C1

Cease or release

Please tell us about the property or undertaking

Part of the property or undertaking charged

- ☐ has been released from the charge
- ☐ no longer forms part of the company's property or undertaking
- ☐ has been released from the charge and no longer forms part of the company's property or undertaking

→ Go to Section C2

or

All of the property or undertaking charged

- ☒ has been released from the charge
- ☐ no longer forms part of the company's property or undertaking
- ☐ has been released from the charge and no longer forms part of the company's property or undertaking

→ Go to Section C3

C2

Description of assets or property ①



Please give a brief description of assets or property released from the charge and/or a brief description of any property which has ceased to form part of the company's property or undertaking

Description of assets or property

① This section must be completed where part of the property or undertaking has been released from the charge or no longer forms part of the company's property or undertaking

Continuation page

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

MR05

Statement that part or the whole of the property charged (a) has been released from the charge (b) no longer forms part of the company's property or undertaking

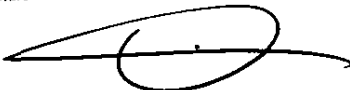
C3

Details of the person delivering this statement and their interest in the charge

	Please give the name of the person delivering this statement	
Name	EDWIN WILKINSON	
	Please give the address of the person delivering this statement	
Building name/number	SHELDON LODGE	
Street	5 STONE ^{LODGE} WALK	
Post town	IPSWICH	
County/Region	SUFFOLK	
Postcode	1 P 2 9 A P	
	Please give the person's interest in the charge (e.g. chargor/chargee etc)	
Person's interest in the charge	DIRECTOR OF THE COMPANY	

C4

Signature

	Please sign the form here	
Signature	X  X	

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Statement that part or the whole of the property charged (a) has been released from the charge (b) no longer forms part of the company's property or undertaking



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 Ref SXC

Company name Baker & McKenzie LLP

Address 100 New Bridge St

Post town London

County/Region

Postcode E C 4 V 6 J A

Country

Dx 233 Chancery Lane

Telephone + 44 20 7919 1000



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 boxes in Section C1
☐ You have given a description of assets or property released from the charge (if appropriate)
☐ You have given the details of the person delivering this statement in Section C3
☐ 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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Statement that part or the whole of the property charged (a) has been released
from the charge (b) no longer forms part of the company's property or undertaking

A4

Short particulars of the property or undertaking charged

Please give the short particulars of the property or undertaking charged

Short particulars

Companies Form 395

Fibrowatt Group Limited (Registered Company
Number 02868498)

Continuation Sheet: Page 1

Short particulars of the property mortgaged or
charged

3 1 7 the Shares, all dividends, interest
and all monies payable in respect
of the Shares and all Related
Rights (whether derived by way of
redemption, bonus, preference,
option, substitution, conversion or
otherwise), and

3 1 8 all Monetary Claims and all Related
Rights other than any claims which
are otherwise subject to a fixed
charge or assignment (at law or in
equity) pursuant to the Debenture.

3.2 Assignments

Subject to the Prior Security, the
Company has assigned and agreed to assign
absolutely with full title guarantee to
the Chargee as security for the payment
and discharge of the Secured Obligations
all the Company's right, title and
interest from time to time in and to each
of the following assets

3.2.1 the proceeds of any Insurance
Policy and all Related Rights, and

3.2.2 all rights and claims in relation
to any Assigned Account

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3.3 Floating Charge

3.3.1 Subject to the Prior Security, the Company with full title guarantee charges in favour of the Chargee with the payment and discharge of the Secured Obligations by way of floating charge all present and future assets and undertaking of the Company not otherwise charged or assigned by the Debenture

3.3.2 The floating charge created by sub-clause 3.3.1 above shall be deferred in point of priority to all fixed Security validly and effectively created by the Company under the Power Purchase Agreement in favour of the Chargee as security for the Secured Obligations

3.3.3 Paragraph 14 of Schedule B1 to the Insolvency Act 1986 applies to the floating charge created pursuant to this clause 3.3 (*Floating Charge*)

4. CRYSTALLISATION OF FLOATING CHARGE

4.1 Crystallisation: By Notice

Subject to the Prior Security, the Chargee may at any time by notice in writing to the Company convert the floating charge created by clause 3.3 (*Floating Charge*) with immediate effect into a fixed charge as regards any property or assets specified in the notice if

4.1.1 the Chargee reasonably considers that any of the Charged Assets may be in jeopardy or in danger of being seized or sold pursuant to any form of legal process, or

4.1.2 the Chargee reasonably considers that it is desirable in order to protect the priority of the security

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Short particulars of the property mortgaged or
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4.2 Crystallisation: Automatic

Subject to the Prior Security,
notwithstanding Clause 4 1
(Crystallisation By Notice) and without
prejudice to any law which may have a
similar effect, the floating charge will
automatically be converted (without
notice) with immediate effect into a
fixed charge as regards all the assets
subject to the floating charge if

4.2 1 the Company creates or attempts to
create any Security (other than any
Security permitted under the terms
of the Prior Security or security
permitted by clause 21 2(b) of the
Power Purchase Agreement), over any
of the Charged Assets,

4 2 2 any person levies or attempts to
levy any distress, execution or
other process against any of the
Charged Assets,

4 2 3 a resolution is passed or an order
is made for the winding-up,
dissolution, administration or re-
organisation of the Company or an
administrator is appointed to the
Company, or

4 2 4 any person (who is entitled to do
so) gives notice of its intention
to appoint an administrator to the
Company or files such a notice with
the court

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	<p>6. FURTHER ASSURANCE</p> <p>6.1 Further Assurance: General</p> <p>6 1 1 The covenant set out in s2(1)(b) of the Law of Property (Miscellaneous Provisions) Act 1994 shall extend to include the obligations set out in sub-clause 6 1 2 below</p> <p>6 1 2 The Company shall promptly at its own cost enter into a Mortgage over any Real Property and do all such acts or execute all such documents (including assignments, transfers, mortgages, charges, notices and instructions) as the Chargee may reasonably specify (and in such form as the Chargee may reasonably require in favour of the Chargee or its nominee(s))</p> <p>(a) to perfect the security created or intended to be created in respect of the Charged Assets (which may include the execution by the Company of a mortgage, charge or assignment over all or any of the assets constituting, or intended to constitute, Charged Assets) or for the exercise of Collateral Rights,</p> <p>(b) to confer on the Chargee security over any property and assets of the Company located in any jurisdiction outside England and Wales equivalent or similar to the security intended to be conferred by or pursuant to the Debenture and each Mortgage, and/or</p> <p>(c) whilst a Default is subsisting, to facilitate the realisation of the Charged Assets</p>	

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Continuation Sheet: Page 3

Short particulars of the property mortgaged or
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6.2 Necessary Action

The Company shall take all such action as
is available to it (including making
filings and registrations) as may be
necessary for the purpose of the
creation, perfection, protection or
maintenance of any security conferred or
intended to be conferred on the Chargee
by or pursuant to the Debenture and any
Mortgage

6.3 Implied Covenants for Title

The obligations of the Company under the
Debenture and any Mortgage shall be in
addition to the covenants for title
deemed to be included in the Debenture
and any Mortgage by virtue of Part 1 of
the Law of Property (Miscellaneous
Provisions) Act 1994.

7. NEGATIVE PLEDGE AND DISPOSALS

7.1 Negative Pledge

The Company undertakes that it shall not,
at any time during the subsistence of the
Debenture or any Mortgage, create or
permit to subsist any Security over all or
any part of the Charged Assets other than
the Prior Security or Security permitted
by the terms of the Prior Security or
pursuant to the Power Purchase Agreement.

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Short particulars

7.2 No Disposal of Interests

The Company undertakes that it shall not (and shall not agree to) at any time during the subsistence of the Debenture or any Mortgage, except for the Prior Security or as permitted pursuant to the terms of the Prior Security, the Power Purchase Agreement or by this Clause 7

7 2 1 execute any conveyance, transfer, lease or assignment of, or other right to use or occupy, all or any part of the Charged Assets,

7 2 2 create any legal or equitable estate or other interest in, or over, or otherwise relating to, all or any part of the Charged Assets,

7 2 3 (a) grant or vary, or accept any surrender, or cancellation or disposal of, any lease, tenancy, licence, consent or other right to occupy in relation to any of the Charged Assets or (b) allow any person any right to use or occupy or to become entitled to assert any proprietary interest in, or right over, the Charged Assets, which may, in each case, adversely affect the value of any of the Charged Assets or the ability of the Chargee to exercise any of the Collateral Rights, or

7 2 4 assign or otherwise dispose of any interest in any Account and no right, title or interest in relation to any Account maintained with the security trustee in relation to the Prior Security, or the credit balance standing to any such Account shall be capable of assignment or other disposal

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Short particulars of the property mortgaged or
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In this Form 395 -

"Account"

means any account opened or maintained by the
Company with the security trustee in relation
to the Prior Security or any other person (and
any replacement account or subdivision or
subaccount of that account), the debt or debts
represented thereby and all Related Rights;

"Assigned Account"

means the following Accounts

Fibrowatt Group Limited Current Account
(account number 80686530, sort code 20-
65-63)

(and any renewal or redesignation of each such
account) maintained with Barclays Bank PLC by
the Company or any other Account that may from
time to time be designated as an Assigned
Account pursuant to the Prior Security

"Charged Assets"

means all the assets and undertaking of the
Company which from time to time are the
subject of the security created or expressed
to be created in favour of the Chargee by or
pursuant to the Debenture and any Mortgage,

"Collateral Rights"

means all rights, powers and remedies of the
Chargee provided by or pursuant to the
Debenture or any Mortgage or by law,

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Short particulars

"Debenture"

means the Debenture dated 30 September, 2005
between the Company and the Chargee,

"Default"

means an Event of Default as defined in the
Power Purchase Agreement,

"Insurance Policy"

means any policy of insurance (including life
insurance or assurance) in which the Company
may from time to time have an interest;

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Short particulars

"Monetary Claims"

means any book and other debts and monetary claims owing to the Company and any proceeds of such debts and claims (including any claims or sums of money deriving from or in relation to any Intellectual Property, any Investment, the proceeds of any Insurance Policy, any court order or judgment, any contract or agreement to which the Company is a party and any other assets, property, rights or undertaking of the Company),

"Mortgage"

means a mortgage or legal charge in respect of all or any part of the Real Property in accordance with Clause 6 of the Debenture (*Further Assurance*) substantially in the form of Schedule 2 of the Debenture (*Form of Legal Mortgage*),

"Prior Security"

means any security (whether by share pledge, debenture, charge over accounts or otherwise) granted by the Company at any time in favour of Royal Bank of Canada Europe Limited as security trustee pursuant to, or in contemplation of, a facility agreement entered into on or around 30 September, 2005 between, *inter alia*, the Company, the Arranger, the Original Lenders, the Facility Agent and that security trustee, each as defined in such agreement as amended, varied, novated or supplemented from time to time,

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Short particulars of the property mortgaged or
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"Intellectual Property"

means any patents, trade marks, service marks,
designs, business names, copyrights, design
rights, moral rights, inventions, confidential
information, knowhow and other intellectual
property rights and interests, whether
registered or unregistered, the benefit of all
applications and rights to use such assets and
all Related Rights,

"Investments"

means

- (a) any stocks, shares, debentures,
securities and certificates of deposit,
- (b) all interests in collective investment
schemes, and
- (c) all warrants, options and other rights to
subscribe or acquire any of the
investments described in (a) and (b),

in each case whether held directly by or to
the order of the Company or by any security
trustee, nominee, fiduciary or clearance
system on its behalf and all Related Rights
(including all rights against any such
security trustee, nominee, fiduciary or
clearance system);

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Short particulars

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Short particulars of the property mortgaged or
charged

"Real Property"

means

- (a) any freehold, leasehold or immoveable
property (including the freehold and
leasehold property in England and Wales
specified in Schedule 1 of the
Debenture), and
- (b) any buildings, fixtures, fittings, fixed
plant or machinery from time to time
situated on or forming part of such
freehold or leasehold property,

and includes all Related Rights,

"Related Rights"

means, in relation to any asset.

- (a) the proceeds of sale of any part of that
asset,
- (b) all rights under any licence, agreement
for sale or agreement for lease in
respect of that asset,
- (c) all rights, powers, benefits, claims,
contracts, warranties, remedies,
security, guarantees, indemnities or
covenants for title in respect of that
asset, and
- (d) any monies and proceeds paid or payable
in respect of that asset;

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Short particulars

"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,

"Shares"

means all of the shares in the capital of Fibrowatt Limited held by, to the order or on behalf of the Company at any time,

"Tangible Moveable Property"

means any plant, machinery, office equipment, computers, vehicles and other chattels (excluding any for the time being forming part of the Company's stock in trade or work in progress) and all Related Rights