

MR04

BLUEPRINT

OneWorld

Statement of satisfaction in full or in part of a charge

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
charge against an LLP. Use form
LL MR04.

WEDNESDAY



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A25

22/05/2019

#245

COMPANIES HOUSE

1 Company details

Company number 0 3 4 6 8 9 7 2

Company name in full BEIF II Limited

→ Filling in this formPlease 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 0 0 8 2 0 1 1

A2 Charge number

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

Charge number*

1

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 Security assignment (the Security Assignment)

Continuation pagePlease 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

The Assignor has assigned, with full title guarantee (from the date of the Security Assignment until such time that the Assignor has no further rights (and can obtain no rights in the future) and RES UK & Ireland Limited has no further liabilities (and can obtain no liabilities in the future) under the Assigned Contract), absolutely in security all of the Rights which it now has and all of the Rights which it obtains at any time in the future in the Assigned Contract and in any Rights accruing to, derived from or otherwise connected with it (including proceeds, insurances, guarantees and Security).

Definitions

Assigned Assets means those assets which are from time to time the subject of clause 3.2 of the Security Assignment

(Please see continuation sheet)

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.	
	<input checked="checked" type="checkbox"/> In full	
	<input type="checkbox"/> 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	BEIF II Limited	
	Please give the address of the person delivering this statement	
Building name/number	16	
Street	Palace Street	
Post town	London	
County/Region		
Postcode	S W 1 E 5 J D	
	Please give the person's interest in the charge (e.g. chargor/chargee etc).	
Person's interest in the charge	Chargor	
C3	Signature	
	Please sign the form here.	
Signature	<div>Signature</div> <div>X  X</div>	

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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 **JACKIE HARPER**Company name **3i Group plc**Address **16 Palace Street**Post town **London**

County/Region

Postcode **S W 1 E 5 J D**

Country

DX

Telephone **020 1975 3530****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

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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

Assigned Contract means:

- (a) the share purchase agreement dated on or about the same date as this Deed and entered into between Barclays European Infrastructure Fund II Limited Partnership (acting by its manager Barclays Infrastructure Funds Management Limited) and RES UK & Ireland Limited for the sale and purchase of 85% of the issued share capital in Wadlow Energy Holdings Limited; and
 - (b) any contract that amends or replaces the contract described in (a) above,
- in each case as it may from time to time be amended, restated, novated or replaced (however fundamentally).

Borrower means Wadlow Energy Limited (incorporated in England with no 07454880)

Facility Agreement means the facility agreement dated at or about the same date as this Deed between, amongst others, Wadlow Energy Limited as Borrower, and an Obligor, Wadlow Energy Holdings Limited as an Obligor and Lloyds TSB Bank plc in various capacities including Facility Agent and Security Trustee, as it may from time to time be amended, restated, novated or replaced (however fundamentally, including by an increase of any size in the amount of the facilities made available under it, the alternation of the nature, purpose or period of those facilities or the change of its parties)

Finance Documents has the meaning given to it in the Facility Agreement

Finance Parties has the meaning given to it in the Facility Agreement

Obligations, in relation to a person, means all obligations or liabilities of any kind of that person from time to time, whether they are

- (a) to pay money or to perform (or not to perform) any other act;
- (b) express or implied,
- (c) present, future or contingent,
- (d) joint or several;
- (e) incurred as a principal or surety or in any other manner; or
- (f) originally owing to the person claiming performance or acquired by that person from someone else

Right means any right, privilege, power or immunity, or any interest or remedy, of any kind, whether it is personal or propriety

Security means

- (a) any mortgage, charge, pledge, lien, hypothecation, assignment by way of security, trust arrangement for the purpose of providing security or other security interest of any kind in any jurisdiction;
- (b) any propriety interest over an asset, or any contractual arrangement in relation to an asset, in each case created in relation to financial indebtedness and which has the same commercial effect as if security had been created over it, and
- (c) any right of set-off created by agreement