

MR04

Statement of satisfaction in full or in part of a charge



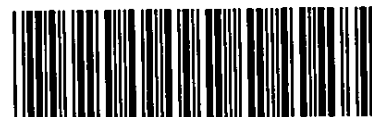
Companies House

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 NOT**
You may not use this form to
register a statement of satisfaction
in full or in part of a mortgage or
charge against an LLP. Use
LL MR04

THURSDAY



A24 *A599Z0NT* #68
16/06/2016
COMPANIES HOUSE

1 Company details

Company number 0 5 4 7 0 6 5 9

Company name in full Wightfibre 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 1 3 0 2 2 0 1 3

A2 Charge number

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

Charge number* 0 0 0 4

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

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

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A4

Short particulars of the property or undertaking charged

Short particulars

Please give the short particulars of the property or undertaking charged

- 1 By way of legal mortgage, the Company charges to the Lender each property (as defined below) specified in Schedule 1 to the Debenture
- 2 By way of fixed charge the Company charges to the Lender
 - (i) all Properties (as defined below) acquired by the Company after the date of the Debenture,
 - (ii) all interests of the Company (at the date of the Debenture or thereafter) not effectively mortgaged or charged under the provisions of the Debenture referred to at 1 and 2(i) above, in, or over, freehold or leasehold property,
 - (iii) all rights, licences, guarantees, rents, deposits, contracts, covenants and warranties (at the date of the Debenture or thereafter) relating to each Property,
 - (iv) all licences, consents and authorisations (statutory or otherwise) held or required in connection with the Company's business or the use of any Secured Asset (as defined below), and all rights in connection with them,
 - (v) all its present and future goodwill,
 - (vi) all its uncalled capital,

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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Short particulars of the property or undertaking charged

Please give the short particulars of the property or undertaking charged

Short particulars

(vii) all its Equipment (as defined below),
(viii) all patents, trademarks, service marks, trade names, designs, copyrights, inventions, topographical or similar rights, confidential information and know-how and any interest in any of these rights, whether or not registered, including all applications and rights to apply for registration and all fees, royalties and other rights derived from, or incidental to, these rights (at the date of the Debenture or thereafter),
(ix) all its Book Debts (as defined below),
(x) all its investments (as defined below), and
(xi) all monies from time to time standing to the credit or its accounts with any bank, financial institution or other person (including each Designated Account (as defined below))

3 By way of assignment, subject to a proviso for reassignment on irrevocable discharge in full of the Secured Liabilities, the Company assigns to the Lender

(i) all its rights in each Insurance Policy (as defined below), including all claims, the proceeds of all claims and all returns of premium in connection with each Insurance Policy,
(ii) the benefit of each Relevant Agreement (as defined below) and the benefit of any guarantee or security for the performance of an Relevant Agreement, and
(iii) the benefit of each Customer Contract (as defined below) and the benefit of any guarantee or security for the performance of a Customer Contract

4 By way of floating charge all the undertakings, property, assets and rights of the Company at any time not effectively mortgaged, charged or assigned pursuant to the provisions of the Debenture referred to in 1, 2 or 3 above

FLOATING CHARGE BECOMING FIXED

1 The floating charge created by the Debenture will automatically and immediately (without notice) be converted into a fixed charge over the assets subject to that floating charge if

(i) the Company
a creates, or attempts to create, without the prior written consent of the Lender, a Security Interest (as defined below) or a trust in favour of another person over all or any part of the Secured Assets (except as expressly permitted by the terms of this deed or the Facility Agreement (as defined below)), or
b disposes, or attempts to dispose of, all or any part of the Secured Assets (other than Secured Assets that are only subject to the floating charge while it remains uncrystallised),
(ii) any person levies (or attempts to levy) any distress, attachment, execution or other process against all or any part of the Secured Assets, or
(iii) a resolution is passed or an order is made for the winding-up, dissolution, administration or reorganisation of the Company

2 The Lender may, in its sole discretion, at any time and by written notice to the Company, convert the floating charge created under the Debenture into a fixed charge as regards any part of the Secured Assets specified by the Lender in that notice

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A4	Short particulars of the property or undertaking charged	
Short particulars	Please give the short particulars of the property or undertaking charged.	
	<p>NEGATIVE COMMITMENTS</p> <p>The Debenture contains restrictions which, amongst other matters, provide that the company shall not at any time, except with the prior written consent of the Lender</p> <p>1 create, purport to create or permit to subsist any Security Interest on, or relation to, any Secured Asset other than any Security Interest created by the Debenture or any Permitted Security Interest (as defined below)</p> <p>2 sell, assign, transfer, part with possession of, or otherwise dispose of in any manner (or purport to do so), all or any part of, or any interest in, the Secured Assets (except, in the ordinary course of business, Secured Assets that are only subject to an uncrystallised floating charge) or</p> <p>3 create or grant (or purport to create or grant) any interest in the Secured Assets in favour of a third party</p> <p>POSITIVE COMMITMENTS</p> <p>The Debenture contains obligations which, amongst other matters, provide that the Company</p> <p>1 will</p> <p>(i) as an agent for the Lender, collect in and realise all Book Debts, pay the proceeds into a Designated Account immediately on receipt and, pending that payment, hold those proceeds in trust for the Lender;</p> <p>(ii) not, without the prior written consent of the Lender, withdraw any amounts standing to the credit of any Designated Account, and</p> <p>(iii) if called on to do so by the Lender, execute a legal assignment of the Book Debts to the Lender on such terms as the Lender may require and give notice of that assignment to the debtors from whom the Book Debts are due, owing or incurred</p> <p>2 will not (except as provided in 1 immediately above or with the prior written consent of the Lender) release, exchange, compound, set-off, grant time or indulgence in respect of, or in any other manner deal with, all or any of the Book Debts,</p> <p>3 will, unless the Lender agrees otherwise in writing</p> <p>(i) comply with the terms of,</p> <p>(ii) not amend or vary or agree to any change in, or waive any requirement of,</p> <p>(iii) not settle, compromise, terminate, rescind or discharge (except by performance), and</p> <p>(iv) not abandon, waive, dismiss, release or discharge any action, claim or proceedings against any counterparty to a Relevant Agreement or Customer Contract or other person in connection with, any Relevant Agreement or Customer Contract and any other document, agreement or arrangement comprising the Secured Assets (other than the Insurance Policies)</p>	

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Short particulars

ENFORCEMENT

The Debenture gives the Lender the power to appoint a receiver and/or an Administrator

DEFINITIONS

Book Debts All future book and other debts, and monetary claims due or owing to the Company (at the date of the Debenture or thereafter), and the benefit of all security, guarantees and other rights of any nature enjoyed or hold by the Company in relation to any of them

Customer Contracts All contracts, engagements and other commitments at the date of the Debenture or thereafter (including those listed in Schedule 3 to the Debenture) under which customers of the Company agree to purchase services from the Company including, without limitation, services provided the customer with, or relating to the provisions to the customer of, access to telephone, broadband and television programs

Designated Account Any account of the Company nominated by the Lender as a designated account for the purposes of the Debenture

Equipment All equipment, plant, machinery, tools, vehicles, furniture, fittings, installations and apparatus and other tangible moveable property (at the date of the Debenture or thereafter) for the time being owned by the Company, including any part of it and all spare parts, replacements, modifications and additions

Facility Agreement The uncommitted on-demand facility agreement entered into between the Company and the Lender on or around the date of the Debenture for the provision of the loan facilities secured by the Debenture

Insurance Policy Each contract and policy of insurance effected or maintained by the Company from time to time in respect of its assets or business (including, without limitation, any insurances relating to the Properties or the Equipment)

Investments All certificated stocks, shares, loan capital, securities, bonds and investments (whether or not marketable) for the time being owned (at law or in equity) by the Company (at the date of the Debenture or thereafter), including any
(a) dividend, interest or other distribution paid or payable in relation to any of the Investments, and
(b) right, money, shares or property accruing, offered or issues at any time in relation to any of the Investments by way of redemption, substitution, exchange, conversion, bonus, preference or otherwise, under option rights or otherwise

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Short particulars

Permitted Security Interest Any Security Interest arising under
(a) the Debenture,
(b) any liens arising by operation of law and in the ordinary course of the Company's business and not as a result of any default or omission by the Company,
(c) any normal title retention arrangements included in a supplier's standard conditions of supply of goods acquired by the Company in the ordinary course of trade,
(d) any netting or set-off arrangement entered into by the Company in the ordinary course of its banking arrangements for the purpose of netting debit and credit balances,
(e) the following security which was granted by the Company before the date of the Debenture:

- Debenture dated 15th December 2005 granted by the Company to Gordon and James Patterson,
- Debenture dated 22nd October 2007 granted by the Company to The Governor and Company of the Bank of Ireland

(f) Security created or outstanding with the Lender's prior written consent

Properties All freehold and leasehold properties (whether registered or unregistered) and all commonhold properties, (at the date of the Debenture or thereafter and from time to time) owned by the Company, or in which the Company holds an interest (including, but not limited to, the properties specified in Schedule 1 to the Debenture), and Property means any of them

Relevant Agreement Each agreement specified in Schedule 2 to the Debenture

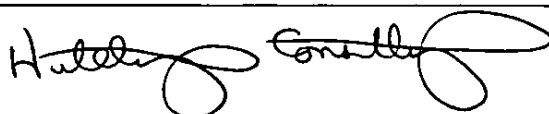
Secured Assets All the assets, property and undertaking for the time being subject to the Security Interests created by, or pursuant to, the Debenture

Security Interest Any mortgage, charge (whether fixed or floating, legal or equitable), pledge, lien, assignment by way of security or other security interest securing any obligation or any person, or any other agreement or arrangement having a similar effect

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Part C To be completed for all charges

C1	Satisfaction	
	<p>I confirm that the debt for the charge as described has been paid or satisfied Please tick the appropriate box</p> <p><input checked="" type="checkbox"/> In full <input type="checkbox"/> In part</p>	
C2	Details of the person delivering this statement and their interest in the charge	
	<p>Please give the name of the person delivering this statement</p>	
Name	Hutchings Consulting Limited	
	<p>Please give the address of the person delivering this statement</p>	
Building name/number	8	
Street	Southampton Road	
Post town	Romsey	
County/Region	Hampshire	
Postcode	S O 5 1 8 A F	
	<p>Please give the person's interest in the charge (e.g. chargor/chargee etc)</p>	
Person's interest in the charge	CHARGOR	
C3	Signature	
	<p>Please sign the form here</p>	
Signature	<p>Signature</p> <p>X  X</p>	

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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

MARK HUTCHINGS

Company name

HUTCHINGS CONSULTING

Address

8 SOUTHAMPTON ROAD

Post town

ROMSEY

County/Region

HANTS

Postcode

SO518AF

Country

UK

DX

Telephone

07714711755

**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