



**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**

Company name: **Infinis Energy Holdings Limited**

Company number: **06595315**



Received for Electronic Filing: **16/12/2016**

Details of Release / Cease of property or undertaking

Charge created (or property acquired) before 6th April 2013.

CH ref. **3**

Date of creation: **15/02/2013**

Description of instrument: **SHARE CHARGE DATED 15 FEBRUARY 2013 (THE "SHARE CHARGE") BETWEEN INFINIS ENERGY HOLDINGS LIMITED (THE "CHARGOR") AND DEUTSCHE TRUSTEE COMPANY LIMITED (THE "SECURITY TRUSTEE")**

Short Particulars: **SCHEDULE 1 (SHORT PARTICULARS OF THE PROPERTY OR UNDERTAKING CHARGED) IN THIS FORM MR05, UNLESS OTHERWISE DEFINED, THE TERMS USED HAVE THE MEANING GIVEN THERETO IN SCHEDULE 2 (DEFINITIONS) 1 PURSUANT TO CLAUSE 3.1 (CHARGE OF SHARES) OF THE SHARE CHARGE, THE CHARGOR, WITH FULL TITLE GUARANTEE AND AS SECURITY FOR THE PAYMENT OF ALL LIABILITIES, CHARGED IN FAVOUR OF THE SECURITY TRUSTEE (AS SECURITY TRUSTEE AND TRUSTEE FOR EACH OF THE SECURED PARTIES) BY WAY OF FIRST EQUITABLE CHARGE ALL ITS RIGHT, TITLE AND INTEREST FROM TIME TO TIME IN THE SHARES AND DIVIDENDS (OTHER THAN ANY SHARES ISSUED AS PART OF A PUBLIC OFFERING AND WHICH WILL SUBSEQUENTLY BE TRANSFERRED BY THE CHARGOR TO ONE OR MORE THIRD PARTIES) 2 PURSUANT TO CLAUSE 2 (LIMITED RECOURSE) OF THE SHARE CHARGE, THE SECURITY TRUSTEE ON BEHALF OF EACH SECURED PARTY AGREED THAT, NOTWITHSTANDING ANY OTHER PROVISION OF THE SHARE CHARGE, THE CHARGOR SHALL BE LIABLE FOR ANY CLAIMS ANY SECURED PARTY MAY HAVE AGAINST THE ISSUER UNDER THE SECURED DOCUMENTS ONLY TO THE EXTENT OF THE CHARGED ASSETS AND**

ANY PROCEEDS DERIVED THEREFROM AND ACCORDINGLY THE LIABILITY OF THE CHARGOR UNDER THE SECURED DOCUMENTS SHALL NOT EXCEED AND SHALL BE LIMITED TO AN AMOUNT EQUAL TO THAT RECEIVED BY THE SECURITY TRUSTEE AS A RESULT OF THE ENFORCEMENT OF THE SECURITY GRANTED BY THE CHARGOR PURSUANT TO THE SHARE CHARGE. FURTHERMORE, PURSUANT TO THE SAME CLAUSE OF THE SHARE CHARGE, ANY CLAIM REMAINING UNSATISFIED AFTER THE REALISATION OF THE SECURITY CREATED UNDER THE SHARE CHARGE AND THE APPLICATION OF THE PROCEEDS THEREOF IN ACCORDANCE WITH THE TERMS OF THE SECURED DOCUMENTS SHALL BE EXTINGUISHED AND THEREAFTER THE SECURED PARTIES SHALL HAVE NO FURTHER CLAIM AGAINST THE CHARGOR 3 PURSUANT TO CLAUSE 4.1 (SECURITY) OF THE SHARE CHARGE, THE CHARGOR SHALL NOT CREATE NOR PERMIT TO SUBSIST ANY SECURITY OVER ANY CHARGED ASSET EXCEPT AS PERMITTED BY THE INDENTURE 4 PURSUANT TO CLAUSE 4.2 (DISPOSAL) OF THE SHARE CHARGE, THE CHARGOR SHALL NOT ENTER INTO A SINGLE TRANSACTION OR A SERIES OF TRANSACTIONS (WHETHER RELATED OR NOT AND WHETHER VOLUNTARY OR INVOLUNTARY) TO SELL, LEASE, TRANSFER OR OTHERWISE DISPOSE OF ANY CHARGED ASSET EXCEPT IN CIRCUMSTANCES WHERE THE SECURITY OVER THOSE CHARGED ASSETS PURPORTED TO BE CREATED BY THE SHARE CHARGE WOULD BE PERMITTED TO BE RELEASED UNDER SECTION 11 05 (RELEASE OF COLLATERAL) OF THE INDENTURE IN CONNECTION WITH SUCH DISPOSAL 5 PURSUANT TO CLAUSE 4.3 (FURTHER ASSURANCE) OF THE SHARE CHARGE, THE CHARGOR SHALL AT ITS OWN EXPENSE PROMPTLY DO WHATEVER THE SECURITY TRUSTEE REQUIRES (A) TO PERFECT, PRESERVE OR PROTECT THE CHARGE OR THE PRIORITY OF THE CHARGE; OR (B) TO FACILITATE THE EXERCISE OF ANY RIGHTS VESTED IN THE SECURITY TRUSTEE OR ANY DELEGATE, INCLUDING (I) WHILE AN ENFORCEMENT EVENT IS CONTINUING, EXECUTING ANY TRANSFER, CONVEYANCE, CHARGE, ASSIGNMENT, ASSURANCE, OR REALISATION OF THE CHARGED ASSETS (WHETHER TO THE SECURITY TRUSTEE OR ITS NOMINEES OR OTHERWISE), (II) MAKING ANY REGISTRATION, AND (III) GIVING ANY NOTICE, ORDER OR DIRECTION SCHEDULE 2 (DEFINITIONS) IN THIS FORM MR05, SO FAR AS THE CONTEXT PERMITS, THE FOLLOWING EXPRESSIONS HAVE THE FOLLOWING MEANING "ADDITIONAL NOTES" MEANS ANY ADDITIONAL SECURITIES HAVING IDENTICAL TERMS AND CONDITIONS AS THE NOTES ISSUED PURSUANT TO THE INDENTURE "CHARGED ASSETS" MEANS THE ASSETS FROM TIME TO TIME SUBJECT, OR EXPRESSED TO BE SUBJECT, TO THE CHARGE OR ANY PART OF THOSE ASSETS "CHARGE" MEANS ALL OR ANY OF THE SECURITY CREATED OR EXPRESSED TO BE CREATED BY OR PURSUANT TO THE SHARE CHARGE "DELEGATE" MEANS A DELEGATE OR SUB-DELEGATE APPOINTED BY THE SECURITY TRUSTEE IN CONNECTION WITH DELEGATION OF ANY RIGHTS EXERCISABLE BY THE SECURITY TRUSTEE IN ACCORDANCE WITH THE SHARE CHARGE "DIVIDENDS" MEANS, IN RELATION TO ANY SHARE, ALL PRESENT AND FUTURE (A) DIVIDENDS AND DISTRIBUTIONS OF ANY KIND AND ANY OTHER SUM RECEIVED OR RECEIVABLE IN RESPECT OF THAT SHARE, (B) RIGHTS, SHARES, MONEY OR OTHER ASSETS ACCRUING OR OFFERED BY WAY OF REDEMPTION, BONUS, OPTION OR OTHERWISE IN RESPECT OF

THAT SHARE, (C) ALLOTMENTS, OFFERS AND RIGHTS ACCRUING OR OFFERED IN RESPECT OF THAT SHARE, AND (D) RIGHTS AND ASSETS (NOT FALLING WITHIN (A) TO (C) ABOVE) ATTACHING TO, DERIVING FROM OR EXERCISABLE BY VIRTUE OF THE OWNERSHIP OF, THAT SHARE "ENFORCEMENT EVENT" MEANS AN EVENT OF DEFAULT WHICH HAS RESULTED IN THE NOTES TRUSTEE ISSUING A WRITTEN NOTICE TO THE ISSUER UNDER SECTION 6 02 (ACCELERATION) OF THE INDENTURE DECLARING ALL AMOUNTS IN RESPECT OF THE NOTES TO BE DUE AND PAYABLE AND PURSUANT TO WHICH, UNDER THE TERMS OF THE INDENTURE, THE NOTES TRUSTEE HAS BECOME ENTITLED TO INSTRUCT THE SECURITY TRUSTEE TO ENFORCE THE SECURITY CREATED BY THE SHARE CHARGE "EVENT OF DEFAULT" HAS THE MEANING GIVEN TO IT IN THE INDENTURE "INDENTURE" MEANS THE INDENTURE DATED AS OF 15 FEBRUARY 2013 MADE BETWEEN THE ISSUER, THE NOTES TRUSTEE, THE SECURITY TRUSTEE, DEUTSCHE BANK AG, LONDON BRANCH AS PRINCIPAL PAYING AGENT AND TRANSFER AGENT AND DEUTSCHE BANK LUXEMBOURG S A, AS LUXEMBOURG PAYING AGENT, REGISTRAR, LUXEMBOURG TRANSFER AGENT AND LISTING AGENT "INITIALLY CHARGED SHARES" MEANS 7,901,817,812 ORDINARY SHARES IN THE ISSUER WITH NOMINAL VALUE OF £0 01 EACH OF WHICH THE CHARGOR WAS THE BENEFICIAL OR REGISTERED OWNER ON THE DATE OF THE SHARE CHARGE "ISSUER" MEANS INFINIS PLC, A COMPANY INCORPORATED UNDER THE LAWS OF ENGLAND AND WALES WITH REGISTERED COMPANY NUMBER 05719060 "NOTEHOLDERS" MEANS THE HOLDERS OF THE NOTES FROM TIME TO TIME "NOTES" MEANS THE ISSUER'S 7 0% SENIOR NOTES DUE 2019 IN THE AGGREGATE PRINCIPAL AMOUNT OF £350,000,000 AND ANY ADDITIONAL NOTES "NOTES TRUSTEE" MEANS DEUTSCHE TRUSTEE COMPANY LIMITED AS TRUSTEE OF THE NOTEHOLDERS UNDER THE TERMS OF THE INDENTURE AND ANY REPLACEMENT TRUSTEE OR OTHER PERSON ACTING AS TRUSTEE FOR THE NOTEHOLDERS UNDER THE INDENTURE FROM TIME TO TIME "PUBLIC OFFERING" HAS THE MEANING GIVEN TO IT IN THE INDENTURE "SECURED DOCUMENTS" MEANS THE INDENTURE, THE NOTES, THE SHARE CHARGE AND ANY OTHER DEED, AGREEMENT OR INSTRUMENT ENTERED INTO OR EXECUTED PURSUANT THERETO OR IN CONNECTION THEREWITH "SECURED PARTIES" MEANS THE NOTEHOLDERS, THE NOTES TRUSTEE (FOR ITSELF AND ON BEHALF OF THE NOTEHOLDERS) AND THE SECURITY TRUSTEE "SECURITY" MEANS ANY MORTGAGE, CHARGE, PLEDGE, LIEN, HYPOTHECATION, SECURITY TRUST, ASSIGNMENT BY WAY OF SECURITY, RESERVATION OF TITLE OR ANY OTHER SECURITY INTEREST CREATED, ARISING, EVIDENCED OR CONFERRED BY OR PURSUANT TO ANY OF THE SECURED DOCUMENTS "SHARES" MEANS (A) ALL SHARES IN THE ISSUER OWNED BY THE CHARGOR ON THE DATE OF THE SHARE CHARGE OR ANY TIME THEREAFTER, INCLUDING THE INITIALLY CHARGED SHARES, (B) ALL RIGHTS RELATING TO ANY OF THOSE SHARES REFERRED TO IN (A) ABOVE WHICH ARE DEPOSITED WITH OR REGISTERED IN THE NAME OF, ANY DEPOSITARY, CUSTODIAN, NOMINEE, CLEARING HOUSE OR SYSTEM, INVESTMENT MANAGER, CHARGE OR OTHER SIMILAR PERSON OR THEIR NOMINEE, IN EACH CASE WHETHER OR NOT ON A FUNGIBLE BASIS (INCLUDING ANY RIGHTS AGAINST ANY SUCH PERSON), AND (C) ALL WARRANTS, OPTIONS AND OTHER RIGHTS TO SUBSCRIBE FOR, PURCHASE OR

OTHERWISE ACQUIRE ANY OF THOSE SHARES REFERRED TO IN (A) ABOVE, IN EACH CASE NOW OR IN THE FUTURE OWNED BY IT OR (TO THE EXTENT OF ITS INTEREST) IN WHICH IT NOW OR IN THE FUTURE HAS AN INTEREST

Release/cease: All of the property or undertaking charged has been released from the charge and no longer forms part of the company's property or undertaking.

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

Name: SLAUGHTER AND MAY

Address: 1 BUNHILL ROW LONDON ENGLAND EC1Y 8YY

Interest: SOLICITOR FOR THE CHARGOR

Authentication of Form

This form was authorised by: a person with an interest in the registration of the charge.