

MG02

Statement of satisfaction in full or in part of mortgage or charge



☒ **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

☐ **What this form is NOT for**
You cannot use this form to
a statement of satisfaction in
or in part of a fixed charge for
company registered in Scotland
do this, please use form MG02.

TUESDAY



A10 *A1LMV936* #377
13/11/2012
COMPANIES HOUSE

1 Company details

Company number 0 2 3 6 9 0 8 7

Company name in full U W G Limited (the "Chargor")

For official use
→ Filing in this form
Please complete in typescript or in
bold black capitals
All fields are mandatory unless
specified or indicated by *

2 Creation of charge

Date charge created d 0 d 5 m 0 m 7 y 2 y 0 y 0 y 7

Description ① Debenture between the companies listed in Schedule 1 (including the "Chargor") and
The Governor and Company of the Bank of Scotland (the "Debenture")

Date of registration ② d 1 d 6 m 0 m 7 y 2 y 0 y 0 y 7

- ① You should give a description of
the instrument (if any) creating or
evidencing the charge,
e.g. 'Legal charge'
- ② The date of registration may be
confirmed from the certificate

3 Name and address of chargee(s), or trustee(s) for the debenture holders

Please give the name and address of the chargee(s), or trustee(s) for the
debenture holders

Name The Governor and Company of the Bank of Scotland

Address 3/5 Albyn Place, Aberdeen, Scotland

Postcode A B 1 0 1 P Y

Name

Address

Postcode

Name

Address

Postcode

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

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4 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

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

Short particulars

See Part 1 in the attached continuation sheets

5 Satisfaction of the debt

I confirm that the debt for which the charge described above was given has
been paid or satisfied ①

- ☒ In full
☐ In part

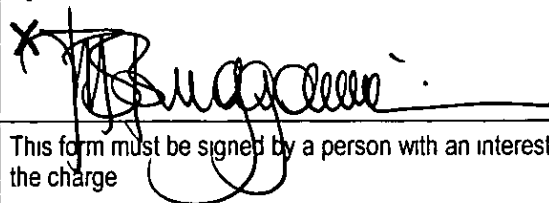
① Please tick one box only

6 Signature

Please sign the form here

Signature

Signature

 X

This form must be signed by a person with an interest in the registration of
the charge

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PART 1 SHORT PARTICULARS OF ALL THE PROPERTY MORTGAGED OR CHARGED

1 Land

The Chargor charged

1 1 by way of legal mortgage its interest in the Land referred to opposite its name in Schedule 2 (*Land charged by way of legal mortgage*) of the Debenture, and

1 2 by way of fixed charge any right, title or interest which it has now or may subsequently acquire to or in any other Land

2 Shares

The Chargor mortgaged or (if or to the extent that the Debenture did not take effect as a mortgage) charged by way of fixed charge

2 1 all Shares, and

2 2 all related Distribution Rights

3 Investments

The Chargor mortgaged or (if and to the extent that the Debenture did not take effect as a mortgage) charged by way of fixed charge

3 1 all Investments, and

3 2 all related Distribution Rights,
including those held for it by any nominee

4 Plant and Machinery

The Chargor charged by way of fixed charge all Plant and Machinery in so far as it is not charged by way of legal mortgage under Clause 3 1 (*Land*) of the Debenture

5 Book Debts

The Chargor charged by way of fixed charge

5 1 all Book Debts, and

5 2 all benefits, rights and Security held in respect of, or to secure the payment of, the Book Debts

6 Non Trading Debts

The Chargor charged by way of fixed charge

6 1 all Non Trading Debts, and

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- 6 2 all benefits, rights and Security held in respect of, or to secure the payment of, the Non Trading Debts
- 7 **Accounts**
- The Chargor charged by way of fixed charge all amounts standing to the credit of
- 7 1 each of its Accounts held with a Finance Party or any other person, and
- 7 2 any other account in its name held with a Finance Party or any other person or to which it is beneficially entitled
- 8 **Intellectual Property**
- The Chargor charged by way of fixed charge all its Intellectual Property, including, where the Chargor owns Trade Mark Property
- 8 1 the Trade Mark Property which belongs to it now or at any time during the Security Period, and
- 8 2 all fees, royalties and other rights of every kind deriving from such Trade Mark Property
- 9 **Goodwill**
- The Chargor charged by way of fixed charge its goodwill
- 10 **Uncalled capital**
- The Chargor charged by way of fixed charge its uncalled capital
- 11 **Authorisations**
- The Chargor charged by way of fixed charge the benefit of all Authorisations held by it in relation to any Security Asset
- 12 **Assigned Agreements**
- 12 1 The Chargor assigned absolutely all its rights and interests under the Assigned Agreements to which it is party
- 12 2 Until the Acceleration Date occurs, but subject to Clause 7 6 (*Assigned Agreements and Insurances*) of the Debenture, the Chargor may continue to deal with the counterparties to the Assigned Agreements
- 13 **Insurances**
- 13 1 The Chargor assigned absolutely all its rights and interests in the Insurances
- 13 2 Until the Acceleration Date occurs, but subject to Clause 7 6 (*Assigned Agreements and Insurances*) of the Debenture, the Chargor may continue to deal with the counterparties to the Insurances

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Short particulars	14	Contractual rights	
		The Chargor charged by way of fixed charge all its rights under any agreement to which it is a party other than the Assigned Agreements which were effectively assigned by Clause 3.12 (<i>Assigned Agreements</i>) of the Debenture	
	15	Other Assets	
	15.1	The Chargor charged by way of floating charge all its present and future business, undertaking and assets which were not effectively mortgaged, charged by way of fixed charge or assigned under Clause 3 of the Debenture (including, without limitation, any Security Asset of the Chargor in Scotland)	
	15.2	Paragraph 14 of Schedule B1 to the Insolvency Act 1986 shall apply to any floating charge created by the Debenture	
	16	Conversion of floating charge	
	16.1	Conversion on notice	
		The Security Trustee may by notice in writing to the Chargor at any time during the Security Period convert the floating charge created by the Chargor under the Debenture into a fixed charge in respect of any Security Asset specified in that notice if the Acceleration Date has occurred	
	16.2	Automatic conversion	
		The floating charge created by the Chargor under the Debenture will convert automatically into fixed charges	
	(a)	if the Security Trustee receives notice of an intention to appoint an administrator of the Chargor,	
	(b)	if any steps are taken, (including the presentation of a petition, the passing of a resolution or the making of an application) to appoint a liquidator, provisional liquidator, administrator or Receiver in respect of the Chargor over all or any part of its assets, or if such person is appointed,	
	(c)	if the Chargor creates or attempts to create Security over all or any of the Security Assets, other than Permitted Security,	
	(d)	on the crystallisation of any other floating charge over the Security Assets,	
	(e)	if any person seizes, attaches, charges, takes possession of or sells any Security Asset under any form of distress, sequestration, execution or other process, or attempts to do so, and	
	(f)	in any other circumstances prescribed by law	

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17 Negative pledge under the Debenture

No Chargor shall create or permit to subsist any Security over any Security Asset except for Permitted Security, other than as permitted under Clause 22.3 (*Negative pledge*) of the Facility Agreement

18 Further Assurance

Subject to the Security/Guarantee Principles, the Chargor shall promptly do all such acts and execute all such documents (including assignments, assignations, transfers, mortgages, pledges, standard securities, charges, notices and instructions) as the Security Trustee may reasonably specify (and in such form as the Security Trustee may reasonably require in favour of the Security Trustee or its nominee(s))

(a) to perfect the Security created or intended to be created under or evidenced by the Debenture (which may include the execution of a mortgage, charge, assignment, assignation, pledge, standard security or other Security over all or any of the assets which are, or are intended to be, the subject of the Security) or for the exercise of any rights, powers and remedies of the Security Trustee or the Finance Parties provided by or pursuant to the Debenture or by law, and/or

(b) to facilitate the realisation of the assets which are, or are intended to be, the subject of the Security created by the Debenture

19 Nature of Security Created

The Security created under the Debenture is created as a continuing security to secure the payment and discharge of the Secured Liabilities and (except in the case of assets which are the subject of a legal mortgage under the Debenture) over all present and future assets of the kind described which are owned by the relevant Chargor and, to the extent that it does not own those assets, shall extend to any right or interest which it may have in them

20 Application of Moneys

Subject to the Facility Agreement, on and after the Acceleration Date, the Chargor shall hold on trust for the Security Trustee all moneys received by virtue of the Insurances and, at the option of the Security Trustee, the Chargor shall apply those moneys

(a) in replacing or reinstating the assets destroyed, damaged or lost (any deficiency being made good by the Chargor), or

(b) (except in the case of leasehold premises) in reduction of the Secured Liabilities

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Short particulars	SCHEDULE 1		
	Name of Chargor	Registered number (or equivalent, if any)	Registered address
	Acteon Group Limited	04231212	1 Chalk Hill House 19 Rosary Road Norwich Norfolk NR1 1SZ
	Conductor Installation Services Limited	05363901	1 Chalk Hill House 19 Rosary Road Norwich Norfolk NR1 1SZ
	Mirage Machines Limited	02788205	1 Chalk Hill House 19 Rosary Road Norwich Norfolk NR1 1SZ
	U W G Limited	02369087	1 Chalk Hill House 19 Rosary Road Norwich Norfolk NR1 1SZ
	Team Energy Resources Limited	02125855	1 Chalk Hill House 19 Rosary Road Norwich Norfolk NR1 1SZ
	Claxton Engineering Services Limited	01927530	Chalk Hill House 19 Rosary Road Norwich Norfolk NR1 1SZ
	2H Offshore Engineering Limited	02790139	Unit 1 1-7 Cherry Street Woking Surrey GU21 6EE
	Trident Offshore Limited	SC100128	Investment House 6 Union Row Aberdeen AB10 1DQ
Aquatic Engineering & Construction Limited	SC123734	Investment House 6 Union Row Aberdeen AB10 1DQ	

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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 Fiona Swords

Company name
Simpson, Thacher & Bartlett LLP

Address CityPoint

One Ropemaker Street

Post town London

County/Region

Postcode E C 2 Y 9 H U

Country UK

DX

Telephone 020 7275 6500



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



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
- ☒ You have completed the charge details in Section 2
- ☒ You have completed the name and address of the chargee, or trustee for the debenture holders
- ☒ You have completed the short particulars of the property mortgaged or charged
- ☒ You have confirmed whether the charge is to be satisfied in full or in part
- ☒ You have signed the form



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