

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 register
a statement of satisfaction in full or
in part of a fixed charge or
company registered in Scotland.
If you do this, please use form MG01.



LD7 14/02/2013 #11
COMPANIES HOUSE

THURSDAY

1 Company details

Company number 0 2 6 6 3 3 3 8

Company name in full Affinity Water East 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 2 4 0 8 2 0 1 2

Description ① A debenture granted by the Chargor in favour of the
Security Agent (the "Debenture")

Date of registration ② 0 6 0 9 2 0 1 2

- 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 Royal Bank of Scotland plc (the "Security Agent")

Address 15 Bishopsgate

London

Postcode E C 2 P 2 A P

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

Kindly refer to the continuation sheets for short particulars of all the property mortgaged or charged.

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 *Clifford Chance LLP* X

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

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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 Alice Jefferis (70-40531644)

Company name Clifford Chance LLP

Address 10 Upper Bank Street

(Via CH London Counter)

Post town London

County/Region

Postcode E 1 4 5 J J

Country United Kingdom

DX 149120 Canary Wharf 3

Telephone 020 7006 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
- ☒ 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



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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Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

FIXED CHARGES, ASSIGNMENTS AND FLOATING CHARGE

The Chargor charged with full title guarantee in favour of the Security Agent as trustee for the Secured Parties with the payment and discharge of the Secured Obligations, by way of first fixed charge (which so far as it relates to land in England and Wales vested in the Chargor at the date of the Debenture shall be a charge by way of legal mortgage) all the Chargor's rights, title and interest from time to time in and to:

- (i) the Material Real Property,
- (ii) the Tangible Moveable Property,
- (iii) the Accounts,
- (iv) the Intellectual Property;
- (v) any goodwill and rights in relation to the uncalled capital of the Chargor,
- (vi) the Investments; and
- (vii) 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

The Chargor assigned and agreed to assign absolutely with full title guarantee to the Security Agent as trustee for the Secured Parties as security for the payment and discharge of the Secured Obligations all the Chargor's right, title and interest from time to time in and to each of the following assets:

- (i) the proceeds of any Insurance Policy and all Related Rights; and
- (ii) the Specific Contracts.

The Chargor with full title guarantee charged in favour of the Security Agent as trustee for the Secured Parties with the payment and discharge of the Secured Obligations by way of first floating charge all present and future assets and undertaking of the Chargor.

The floating charge created by the Debenture is deferred in point of priority to all fixed Security validly and effectively created by the Chargor under the Finance Documents in favour of the Security Agent as trustee for the Secured Parties as security for the Secured Obligations

FURTHER ASSURANCE AND NEGATIVE PLEDGE

The Debenture contains covenants for further assurance and a negative pledge.

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	Please give the short particulars of the property mortgaged or charged
Short particulars	<p>DEFINITIONS</p> <p>"Account" means any account opened or maintained by the Chargor with the Security Agent 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</p> <p>"Agent" means The Royal Bank of Scotland plc and any person for the time being appointed as agent for the purpose of, and in accordance with, the Facility Agreement</p> <p>"Borrower" means Affinity Acquisitions Limited or an additional borrower unless it has ceased to be a Borrower in accordance with the Facility Agreement</p> <p>"Facility Agreement" means the facilities agreement dated 22 June 2012 and made between, amongst others, Affinity Acquisitions Limited as original borrower, Affinity Acquisitions (Midco) Limited as third party security provider, HSBC Bank plc, Lloyds TSB Bank plc, National Australia Bank ABN 12 004 004 937, Royal Bank of Canada and The Royal Bank of Scotland plc as mandated lead arrangers, the Agent, the Security Agent and the other lenders party thereto as amended, varied, novated or supplemented from time to time.</p> <p>"Finance Document" means any Accession Deed, any Ancillary Document, any Compliance Certificate, any Fee Letter, the Hedging Letter, any Hedging Agreement, the Intercreditor Agreement, the Refinancing Engagement Letter, any Selection Notice, any Transaction Security Document, any Utilisation Request (each as defined in the Facility Agreement), the Facility Agreement and any other document designated as a "Finance Document" by the Agent and Affinity Acquisitions Limited.</p> <p>"Guarantor" means Affinity Acquisitions (Midco) Limited or an additional guarantor unless it has ceased to be a Guarantor in accordance with the Facility Agreement.</p> <p>"Insurance Policy" means any policy of insurance in which the Chargor may from time to time have an interest but excluding any third party liability or public liability insurance directors and officers insurance</p> <p>"Intellectual Property" means any patents, trademarks, 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</p> <p>"Investments" means</p> <p>(a) any stocks, shares, debentures, securities and certificates of</p>

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Short particulars	<p>deposit,</p> <p>(b) all interests in collective investment schemes; and</p> <p>(c) all warrants, options and other rights to subscribe or acquire any of the investments described in (a) and (b),</p> <p>in each case whether held directly by or to the order of the Chargor or by any trustee, nominee, fiduciary or clearance system on its behalf and all Related Rights (including all rights against any such trustee, nominee, fiduciary or clearance system).</p> <p>"Material Real Property" means any Real Property which has a book value or market value in excess of £500,000 or which is material to or required in connection with its business.</p> <p>"Monetary Claims" means any book and other debts and monetary claims owing to the Chargor 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 Chargor is a party and any other assets, property, rights or undertaking of the Chargor)</p> <p>"Obligor" means a Borrower or a Guarantor</p> <p>"Permitted Company Refinancing" means a Permitted Refinancing, (other than a Permitted Securitisation) (each as defined in the Facility Agreement) in respect of which either:</p> <p>(a) Affinity Acquisitions Limited is the borrower or issuer, or</p> <p>(b) the Permitted Refinancing is a capital markets issuance and (1) the borrower or issuer is a finance special purpose vehicle which is a Subsidiary of Affinity Acquisitions Limited and which is not an OpCo (as defined in the Facility Agreement) or a Subsidiary of an OpCo; and (11) the net proceeds are directly on-lent to Affinity Acquisitions Limited</p> <p>"Permitted Company Refinancing Creditors" means the creditors in respect of any Permitted Company Refinancing</p> <p>"Real Property" means:</p> <p>(a) any freehold, leasehold or immovable property (including the freehold and leasehold property in England and Wales specified in Schedule 1 (<i>Details of Real Property</i>) of the Debenture) including any Material Real Property; and</p> <p>(b) any buildings, fixtures, fittings, fixed plant or machinery from time to time situated on or forming part of such freehold or</p>

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Short particulars	<p>leasehold property, and includes all Related Rights</p> <p>"Related Rights" means, in relation to any asset.</p> <p>(a) the proceeds of sale of any part of that asset;</p> <p>(b) all rights under any licence, agreement for sale or agreement for lease in respect of that asset;</p> <p>(c) all rights, powers, benefits, claims, contracts, warranties, remedies, security, guarantees, indemnities or covenants for title in respect of that asset, and</p> <p>(d) any monies and proceeds paid or payable in respect of that asset</p> <p>"Secured Obligations" means all obligations owing to the Secured Parties or to the Security Agent (whether for its own account or as security agent for the Secured Parties) by the Obligors on any account, whether present or future, actual or contingent (and whether incurred by the Obligors alone or jointly, and whether as principal or surety or in some other capacity) under each or any of the Finance Documents and, at any time at which there are any Permitted Company Refinancing Creditors, under each or any of the documents relating to such Permitted Company Refinancing except for any obligation or liability or any of the Security in respect thereof, to be unlawful or prohibited by any applicable law</p> <p>"Secured Parties" means each Ancillary Lender, each Issuing Bank, the Arrangers, the Hedge Counterparties, the Lenders (each as defined in the Facility Agreement), the Agent, the Security Agent, any receiver or delegate and any Permitted Company Refinancing Creditors from time to time.</p> <p>"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</p> <p>"Specific Contracts" means the loan note certificate dated 27 July 2012 which documents that the Chargor is the registered holder of £65,000,000 in nominal amount of the loan notes issued by Affinity Water Capital Funds Limited</p> <p>"Subsidiary" means a subsidiary within the meaning of section 1159 of the Companies Act 2006.</p> <p>"Tangible Moveable Property" means any plant, machinery, office equipment, computers, vehicles and other chattels (excluding any for the time being forming part of the Chargor's stock in trade or work in progress) and all Related Rights.</p>	