

MG01

Particulars of a mortgage or charge



A fee is payable with this form.

We will not accept this form unless you send the correct fee
Please see 'How to pay' on the last page

✓ **What this form is for**
You may use this form to register
particulars of a mortgage or charge
in England and Wales or Northern
Ireland

✗ **What this form is NOT for**
You cannot use this form to
register particulars of a charge for
a company. To do this, please use
form MG01s

FRIDAY



A55

"A1HWHHWA"

21/09/2012

#140

COMPANIES HOUSE

1 Company details

Company number 0 3 4 4 8 7 7 0

Company name in full Costessey Energy Limited
(the "Company")

3 . For official use

→ **Filling in this form**
Please complete in typescript or in
bold black capitals

All fields are mandatory unless
specified or indicated by *

2 Date of creation of charge

Date of creation d1 d4 m0 m9 y2 y0 y1 y2

3 Description

Please give a description of the instrument (if any) creating or evidencing the
charge, e.g. 'Trust Deed', 'Debenture', 'Mortgage', or 'Legal charge'

Description A debenture dated 14 September 2012 (the "**Debenture**"), granted by,
amongst others, the Company in favour of Barclays Bank PLC, as security
trustee (the "**Security Trustee**")

4 Amount secured

Please give us details of the amount secured by the mortgage or charge

Amount secured All obligations which any Obligor may at any time
have to the Security Trustee (whether for its own
account or as trustee for the Secured Parties) or
any of the other Secured Parties under or pursuant
to the Finance Documents (including the Debenture
and the Mortgage) including any liability in
respect of any further advances made under the
Finance Documents, whether present or future,
actual or contingent (and whether incurred solely
or jointly and whether as principal or as surety or
in some other capacity) and the Company shall pay
to the Security Trustee when due and payable every

(contd)

Continuation page

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

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Mortgagee(s) or person(s) entitled to the charge (if any)

Please give the name and address of the mortgagee(s) or person(s) entitled to the charge

Continuation page

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

Name	Barclays Bank PLC as Security Trustee									
Address	5 The London Colonnade									
	London									
Postcode	E	1	4		4	B	B			
Name										
Address										
Postcode										

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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

1. Fixed Charges

In the Debenture, the Company charged with full title guarantee in favour of the Security Trustee 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 Company at the date of the Debenture shall be a charge by way of legal mortgage) all of its right, title and interest from time to time in and to each of the following assets

- 1 1 the Real Property,
- 1 2 the Tangible Moveable Property,
- 1 3 the Accounts,
- 1 4 the Intellectual Property,
- 1 5 any goodwill and rights in relation to the uncalled capital of the Company,
- 1 6 the Investments, and
- 1 7 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

(contd)

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Particulars as to commission, allowance or discount (if any)

Please insert the amount or rate percent of any commission, allowance or discount paid or made either directly or indirectly by the company to any person on consideration of his

- subscribing or agreeing to subscribe, whether absolutely or conditionally, or
- procuring or agreeing to procure subscriptions, whether absolute or conditional,

for any debentures included in this return. The rate of interest payable under the terms of the debentures should not be entered

Commission, allowance or discount

None

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Delivery of instrument

You must deliver the original instrument (if any) creating or evidencing the charge and these prescribed particulars to the Registrar of Companies within 21 days after the date of creation of the charge (section 860). If the property is situated and the charge was created outside the United Kingdom (UK), you must deliver the information to the Registrar within 21 days after the date on which the instrument could have been received in the UK in the normal course of post and assuming you had posted it promptly (section 870).

We will accept a verified copy of the instrument creating the charge where the property charged is situated and the charge was created outside the UK (section 866). The company or the person who has delivered the copy to the Registrar must verify it to be a correct copy and sign it. Where a body corporate gives the verification, an officer of that body must sign it. We will also accept a verified copy where section 867(2) applies (property situated in another part of UK).

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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 and will establish where we return the original documents. The contact information you give will be visible to searchers of the public record.

Contact name Julia House [70-40477992]

Company name Clifford Chance LLP
(via CH London Counter)

Address 10 Upper Bank Street

Post town London

County/Region

Postcode E 1 4 5 J J

Country United Kingdom

DX 149120 Canary Wharf 3

Telephone 020 7006 1000



Certificate

We will send your certificate to the presenter's address if given above or to the Company's Registered Office if you have left the presenter's information blank.



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 included the original deed with this form
- ☒ You have entered the date the charge was created
- ☒ You have supplied the description of the instrument
- ☒ You have given details of the amount secured by the mortgagee or chargee
- ☒ You have given details of the mortgagee(s) or person(s) entitled to the charge
- ☒ You have entered the short particulars of all the property mortgaged or charged
- ☒ You have signed the form
- ☒ You have enclosed the correct fee



Important information

Please note that all information on this form will appear on the public record.



How to pay

A fee of £13 is payable to Companies House in respect of each mortgage or charge.

Make cheques or postal orders payable to 'Companies House'



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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6	Short particulars of all the property mortgaged or charged	
	Please give the short particulars of the property mortgaged or charged	
Short particulars	<p>2. Assignments</p> <p>In the Debenture, the Company assigned and agreed to assign absolutely with full title guarantee to the Security Trustee as trustee for the Secured Parties as security for the payment and discharge of the Secured Obligations all of its right, title and interest from time to time in and to each of the following assets</p> <p>2 1 the proceeds of any Insurance Policy and all Related Rights, and</p> <p>2 2 all rights and claims in relation to any Assigned Account</p> <p>3. Floating Charge</p> <p>3 1 In the Debenture, the Company with full title guarantee charged in favour of the Security Trustee 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 Company</p> <p>3 2 The Debenture provides that the floating charge created by the Debenture shall be deferred in point of priority to all fixed Security validly and effectively created by the Company under the Finance Documents in favour of the Security Trustee as trustee for the Secured Parties as security for the Secured Obligations</p> <p>3 3 Paragraph 14 of Schedule B1 to the Insolvency Act 1986 applies to the floating charge created pursuant to the Debenture</p> <p>The Debenture contains covenants for further assurance and a negative pledge</p> <p>Capitalised terms used throughout this Form MG01 but not defined herein shall have the meaning given in the definitions schedule set out below</p> <p style="text-align: center;"><u>Definitions Schedule</u></p> <p>In this Form MG01 (including continuation sheets)</p> <p>"Account" means any account opened or maintained by the Company with the Security Trustee 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>"Additional Guarantor" means a company which becomes a Guarantor in accordance with Clause 27 (Changes to the Obligors) of the Facility Agreement and includes those companies listed in Part II of Schedule 1 of the Facility Agreement as Additional Guarantors</p> <p>"Agent" means Barclays Bank PLC</p> <p>"Assigned Account" means the Accounts of the Company set out in Schedule 2 (Details of Assigned Accounts) of the Debenture, (and any renewal or redesignation of each such account) maintained with Barclays Bank PLC by the Company or any other Account that may from time to time be designated as an Assigned Account by the Security Trustee</p> <p>"Borrower" means Novera Energy (Holdings 2) Limited and following its</p>	

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Particulars of a mortgage or charge

6	Short particulars of all the property mortgaged or charged	
	Please give the short particulars of the property mortgaged or charged	
Short particulars	<p>accession as an additional borrower in accordance with Clause 27 (<i>Changes to the Obligors</i>) of the Facility Agreement, MCWFL, unless in either case it has ceased to be a Borrower in accordance with Clause 27 (<i>Changes to the Obligors</i>) of the Facility Agreement</p> <p>"Charged Property" means all of the assets of the Obligors (as defined in the Intercreditor Agreement) which from time to time are, or are expressed to be the subject of the Transaction Security</p> <p>"Creditors" means the Lenders and the Hedge Counterparties</p> <p>"Delegate" means any delegate, agent, attorney or co-trustee appointed by the Security Trustee</p> <p>"Facility Agent" means Barclays Bank PLC</p> <p>"Facility Agreement" means an agreement dated 17 December 2004 and made between, among others, Novera Energy (Holdings 2) Limited, Barclays Capital as mandated lead arranger, the Facility Agent and the Security Trustee as amended, varied, novated or supplemented from time to time</p> <p>"Finance Document" means the Intercreditor Agreement, the Finance Documents (as defined in the Facility Agreement), the Hedging Agreements and any other document designated as such by the Security Trustee and Novera Energy (Holdings 2) Limited</p> <p>"Guarantor" means Novera Energy (Holdings 2) Limited and each Additional Guarantor other than MCWFL, unless it has ceased to be a Guarantor in accordance with Clause 27 (<i>Changes to the Obligors</i>) of the Facility Agreement</p> <p>"Hedging Agreements" means each ISDA master agreement, together with the Schedule thereto and any document (including any Confirmation, as such term is defined in the relevant ISDA master agreement) evidencing the hedge facilities approved under Clause 4 (<i>Hedge Counterparties Rights and Obligations</i>) of the Intercreditor Agreement</p> <p>"Hedge Counterparty" means Macquarie Bank Limited and Barclays Bank PLC and any financial institution which becomes party to the Intercreditor Agreement in accordance with the terms of Clause 4 (<i>Hedge Counterparties Rights and Obligations</i>) of the Intercreditor Agreement</p> <p>"Insurance Policy" means any policy of insurance (including life insurance or assurance) in which the Company may from time to time have an interest</p> <p>"Intellectual Property" means any patents, trade marks, 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>"Intercreditor Agreement" means the intercreditor agreement dated 17 December 2004 and made between Novera Energy (Holdings 1) Limited, Novera Energy (Holdings 2) Limited, the Security Trustee, the Facility Agent and</p>	

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Particulars of a mortgage or charge

6	Short particulars of all the property mortgaged or charged	
	Please give the short particulars of the property mortgaged or charged	
Short particulars	<p>certain others</p> <p>"Investments" means</p> <ul style="list-style-type: none"> (a) any stocks, shares, debentures, securities and certificates of deposit, (b) all interests in collective investment schemes, and (c) all warrants, options and other rights to subscribe or acquire any of the investments described in (a) and (b), <p>in each case whether held directly by or to the order of the Company or by any Security Trustee, nominee, fiduciary or clearance system on its behalf and all Related Rights (including all rights against any such Security Trustee, nominee, fiduciary or clearance system)</p> <p>"Lender" means Barclays Bank PLC</p> <p>"Lender Accession Undertaking" means an undertaking in substantially the form set out in Schedule 1 (<i>Form of Lender Accession Undertaking</i>) of the Intercreditor Agreement</p> <p>"MCWFL" means Mynydd Clogau Windfarm Limited, a company incorporated in England and Wales (with registered number 3493417)</p> <p>"Monetary Claims" means any book and other debts and monetary claims owing to the Company 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 Company is a party and any other assets, property, rights or undertaking of the Company)</p> <p>"Mortgage" means a mortgage or legal charge in respect of all or any part of the Real Property in accordance with Clause 5 8 (<i>Further Assurance</i>) of the Debenture substantially in the form of Schedule 2 (<i>Form of Legal Mortgage</i>) of the Debenture</p> <p>"Obligor" means a Borrower or a Guarantor</p> <p>"Real Property" means</p> <ul style="list-style-type: none"> (a) any freehold, leasehold or immovable property (including the freehold and leasehold property in England and Wales specified in Schedule 3 (<i>Details of Real Property</i>)) of the Debenture, and (b) any buildings, fixtures, fittings, fixed plant or machinery from time to time situated on or forming part of such freehold or leasehold property, <p>and includes all Related Rights</p> <p>"Receiver" means a receiver or receiver and manager or administrative</p>	

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6	Short particulars of all the property mortgaged or charged		
	Please give the short particulars of the property mortgaged or charged		
Short particulars	<p>receiver of the whole or any part of the Charged Property</p> <p>"Related Rights" means, in relation to any asset</p> <ul style="list-style-type: none"> (a) the proceeds of sale of any part of that asset, (b) all rights under any licence, agreement for sale or agreement for lease in respect of that asset, (c) all rights, powers, benefits, claims, contracts, warranties, remedies, security, guarantees, indemnities or covenants for title in respect of that asset, and (d) any monies and proceeds paid or payable in respect of that asset <p>"Secured Parties" means the Security Trustee, any Receiver or Delegate, the Facility Agent and the Creditors from time to time but, in the case of each Facility Agent or Creditor, only if it is a party to the Intercreditor Agreement or has delivered to the Security Trustee a duly executed Lender Accession Undertaking accepted by the Security Trustee and the Facility Agent</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>"Tangible Moveable Property" means any plant, machinery, office equipment, computers, vehicles and other chattels (excluding any for the time being forming part of the Company's stock in trade or work in progress) and all Related Rights</p> <p>"Transaction Security" means the Security created or expressed to be created under or pursuant to any of the Transaction Security Documents</p> <p>"Transaction Security Documents" means</p> <ul style="list-style-type: none"> (a) each of the documents listed as being a Transaction Security Document in paragraph 3(h) of Part I of Schedule 2 (Conditions Precedent) of the Facility Agreement, any document required to be delivered to the Agent under paragraph 1 of Part III of Schedule 2 (Conditions Precedent) of the Facility Agreement, any document required to be delivered to the Agent pursuant to paragraph 12 of Part IV of Schedule 2 (Conditions Precedent) of the Facility Agreement, any document required to be delivered to the Agent pursuant to paragraph 1 of Part I, Part II or Part III of Schedule 3 (Conditions Subsequent) of the Facility Agreement, and (b) any other document entered into by any Obligor creating or expressed to create any Security over all or any part of its assets in respect of the obligations of any of the Obligors under any of the Finance Documents (as defined in the Facility Agreement) <p>Terms not expressly defined in this Form MG01 have the meaning given to</p>		

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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

them in the Facility Agreement

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Particulars of a mortgage or charge

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Amount secured

Please give us details of the amount secured by the mortgage or charge

Amount secured

sum at any time owing, due or incurred by any Obligor to the Security Trustee (whether for its own account or as trustee for the Secured Parties) or any of the other Secured Parties in respect of any such liabilities (the "Secured Obligations")



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

Pursuant to section 869(5) & (6) of the Companies Act 2006

**COMPANY NO. 3448770
CHARGE NO. 3**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A DEBENTURE DATED 14
SEPTEMBER 2012 AND CREATED BY COSTESSEY ENERGY
LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME
DUE FROM ANY OBLIGOR TO BARCLAYS BANK PLC AS
SECURITY TRUSTEE (WHETHER FOR ITS OWN ACCOUNT OR
AS TRUSTEE FOR THE SECURED PARTIES) OR ANY OF THE
OTHER SECURED PARTIES ON ANY ACCOUNT WHATSOEVER
UNDER THE TERMS OF THE AFOREMENTIONED INSTRUMENT
CREATING OR EVIDENCING THE CHARGE WAS REGISTERED
PURSUANT TO CHAPTER 1 PART 25 OF THE COMPANIES ACT
2006 ON THE 21 SEPTEMBER 2012

GIVEN AT COMPANIES HOUSE, CARDIFF THE 27 SEPTEMBER
2012

L/C.



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES