

# 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 mortgage or charge if the  
company has not been registered for  
do this, please use form MG01

TUESDAY



LD2

29/01/2013

#44

COMPANIES HOUSE

For information, please  
contact the  
Companies House  
helpline on 0303 21 21 21  
or visit the  
Companies House website  
at [www.companies.gov.uk](http://www.companies.gov.uk)

### 1 Company details

Company number 03448770

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

For official use  
2  
→ **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 16/02/2006

Description ① A debenture dated 16 February 2006 (the "Debenture") made by the  
Company as grantor in favour of Barclays Bank PLC

Date of registration ② 17/02/2006

- 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 Barclays Bank PLC (the "Security Trustee")

Address 5, The North Colonnade

London

Postcode E14 4BB

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 Schedule 2 for details of all property mortgaged or charged

See Schedule 1 for definitions

**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 *Slaughter and May* 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 Latifah Meghji

Company name Slaughter and May

Address One Bunhill Row

Post town London

County/Region

Postcode EC1Y 8YY

Country

DX DX11 Chancery Lane

Telephone +44 (0)20 7090 5093



### 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](http://www.companieshouse.gov.uk) or email [enquires@companieshouse.gov.uk](mailto:enquires@companieshouse.gov.uk)

**This form is available in an alternative format. Please visit the forms page on the website at [www.companieshouse.gov.uk](http://www.companieshouse.gov.uk)**

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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

Short particulars

#### SCHEDULE 1

#### DEFINITIONS

In this Form MG02

**"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

**"Arranger"** means Barclays Capital as mandated lead arranger

**"Assigned Account"** means the following Account

Costessey Energy Limited Proceeds Account (account number 60755044, sort code 20-00-00)

(and any renewal or redesignation of this 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

**"Borrower"** means NM Renewable Energy (Holdings 2) Limited as borrower under the Facility Agreement

**"Charged Assets"** means all the assets and undertaking of the Company which from time to time are the subject of the security created or expressed to be created in favour of the Security Trustee by or pursuant to the Debenture and any Mortgage

**"Collateral Rights"** means all rights, powers and remedies of the Security Trustee provided by or pursuant to the Debenture or any Mortgage or by law

**"Facility Agent"** means Barclays Bank PLC

**"Facility Agreement"** means the facility agreement dated 17 December 2004 made between, inter alia, the Company, the Arranger, the Original Lender, the Facility Agent and the Security Trustee, each as defined in such agreement as amended, varied, novated or supplemented from time to time

**"Finance Documents"** means the Facility Agreement, the mandate letter, any accession letter, any compliance certificate, any fee letter, any hedging agreement, the Intercreditor Agreement, the British Gas deed of priority, the RES deed of priority, the British Gas direct agreement, the MCWFL direct agreements, any resignation letter, any selection notice, any transaction security document, any utilisation request and any other document designated as a "Finance Document" by the Security Trustee and the Borrower

**"Insurance Policy"** means any policy of insurance (including life insurance or assurance) in which

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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

the Company may from time to time have an interest

**"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

**"Intercreditor Agreement"** means the intercreditor agreement dated 17 December 2004 and made between NM Renewable Energy (Holdings 1) Limited, the Company, the Security Trustee, the Facility Agent, the Lenders, the Hedge Counterparties (as defined therein) and certain others as amended from time to time

**"Investments"** means

- (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),

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)

**"Lender"** means

- (a) any Original Lender, and
- (b) any bank, financial institution, trust, fund or other entity which has become a party to the Facility Agreement in accordance with Clause 26 of the Facility Agreement (*Changes to the Lenders*),

which in each case has not ceased to be a party in accordance with the terms of the Facility Agreement

**"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)

**"Mortgage"** means a mortgage or legal charge in respect of all or any part of the Real Property in accordance with Clause 6 (*Further Assurance*) of the Debenture substantially in the form of

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Schedule 2 (*Form of Legal Mortgage*) of the Debenture

**"Notice of Assignment"** means a notice of assignment in such form as may be specified by the Security Trustee

**"Original Lender"** means Barclays Bank PLC

**"Real Property"** means

- (a) any freehold, leasehold or immovable property (including the freehold and leasehold property in England and Wales specified in Schedule 1 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,

and includes all Related Rights

**"Receiver"** means a receiver or receiver and manager or, where permitted by law, an administrative receiver of the whole or any part of the Charged Assets and that term will include any appointee made under a joint and/or several appointment

**"Related Rights"** means, in relation to any asset

- (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

**"Secured Obligations"** means all obligations covenanted to be discharged by the Company in Clause 2 1 (*Covenant to Pay*) of the Debenture

**"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

**"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

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work in progress) and all Related Rights

#### SCHEDULE 2

#### SHORT PARTICULARS OF ALL THE PROPERTY CHARGED

##### 1. FIXED CHARGES, ASSIGNMENTS AND FLOATING CHARGE

##### 1.1 Fixed Charges

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 the Company's right, title and interest from time to time in and to each of the following assets

1.1.1 the Real Property,

1.1.2 the Tangible Moveable Property,

1.1.3 the Accounts,

1.1.4 the Intellectual Property,

1.1.5 any goodwill and rights in relation to the uncalled capital of the Company,

1.1.6 the Investments, and

1.1.7 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

##### 1.2 Assignments

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 the Company's right, title and interest from time to time in and to each of the following assets

1.2.1 the proceeds of any Insurance Policy and all Related Rights, and

1.2.2 all rights and claims in relation to any Assigned Account

##### 1.3 Floating Charge

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- 1 3 1 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
- 1 3 2 The floating charge created by paragraph 3 3 1 of the Debenture (*Floating Charge*) was 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
- 1 3 3 Paragraph 14 of Schedule B1 to the Insolvency Act 1986 applies to the floating charge created pursuant to Clause 3 3 (*Floating Charge*) of the Debenture

#### 2 FURTHER ASSURANCE

The Debenture contains covenants for further assurance

#### 3 NEGATIVE PLEDGE

The Debenture contains a negative pledge