

# 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 a  
company registered in the  
do this, please use form MG02s

TUESDAY



LD2 29/01/2013 #45  
COMPANIES HOUSE

ase  
uk

### 1 Company details

Company number 0 3 4 4 8 7 7 0  
Company name in full Costessey Energy Limited (the "Company")

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 Creation of charge

Date charge created 14 09 2012  
Description ① A debenture dated 14 September 2012 (the "Debenture"), granted  
by, amongst others, the Company in favour of Barclays Bank PLC  
Date of registration ② 21 09 2012

- 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 E 1 4 4 B B

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

**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

**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



### 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](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

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Short particulars

#### 2. Assignments

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

2 1 the proceeds of any Insurance Policy and all Related Rights, and

2 2 all rights and claims in relation to any Assigned Account

#### 3 Floating Charge

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

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

3 3 Paragraph 14 of Schedule B1 to the Insolvency Act 1986 applies to the floating charge created pursuant to the Debenture

The Debenture contains covenants for further assurance and a negative pledge

Capitalised terms used throughout this Form MG02 but not defined herein shall have the meaning given in the definitions schedule set out below

#### Definitions Schedule

In this Form MG02 (including continuation sheets)

"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

"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

"Agent" means Barclays Bank PLC

"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

"Borrower" means Novera Energy (Holdings 2) Limited and following its accession as an additional borrower in accordance with Clause 27 (*Changes to the Obligors*) of the Facility Agreement, MCWFL, unless in either case it has ceased to be a Borrower in accordance with Clause 27

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*(Changes to the Obligors)* of the Facility Agreement

**"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

**"Creditors"** means the Lenders and the Hedge Counterparties

**"Delegate"** means any delegate, agent, attorney or co-trustee appointed by the Security Trustee

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

**"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

**"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

**"Guarantors"** 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 (*Changes to the Obligors*) of the Facility Agreement

**"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 (*Hedge Counterparties Rights and Obligations*) of the Intercreditor Agreement

**"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 (*Hedge Counterparties Rights and Obligations*) of the Intercreditor Agreement

**"Insurance Policy"** means any policy of insurance (including life insurance or assurance) in which 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 Novera Energy (Holdings 1) Limited, Novera Energy (Holdings 2) Limited, the Security Trustee, the Facility Agent and certain others

**"Investments"** means

- (a) any stocks, shares, debentures, securities and certificates of deposit,
- (b) all interests in collective investment schemes, and

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### Short particulars of all the property mortgaged or charged

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Short particulars

(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 Barclays Bank PLC

**"Lender Accession Undertaking"** means an undertaking in substantially the form set out in Schedule 1 (*Form of Lender Accession Undertaking*) of the Intercreditor Agreement

**"MCWFL"** means Mynydd Clogau Windfarm Limited, a company incorporated in England and Wales (with registered number 3493417)

**"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 5.8 (*Further Assurance*) of the Debenture substantially in the form of Schedule 2 (*Form of Legal Mortgage*) of the Debenture

**"Obligor"** means a Borrower or a Guarantor

**"Real Property"** means

(a) any freehold, leasehold or immovable property (including the freehold and leasehold property in England and Wales specified in Schedule 3 (*Details of Real Property*)) 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 administrative receiver of the whole or any part of the Charged Property

**"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

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(d) any monies and proceeds paid or payable in respect of that asset

**"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

**"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

**"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

**"Transaction Security"** means the Security created or expressed to be created under or pursuant to any of the Transaction Security Documents

**"Transaction Security Documents"** means

(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)

Terms not expressly defined in this Form MG02 have the meaning given to them in the Facility Agreement