

# MR04

## Statement of satisfaction in full or in part of a charge



Companies House

You can use the WebFiling service to file this form online  
Please go to [www.companieshouse.gov.uk](http://www.companieshouse.gov.uk)

COMPANIES HOUSE

☒ **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  
against a company

☐ **What this form is NOT for**  
You may not use this form to  
register a statement of satisfaction  
in full or in part of a mortgage or  
charge against an LLP Use form  
LL MR04

WEDNESDAY



\*R4COSX76\*

RCS

29/07/2015

#115

### 1 Company details

Company number

Company name in full

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

### 2 Charge creation

When was the charge created?

→ **Before 06/04/2013** Complete **Part A and Part C**

→ **On or after 06/04/2013** Complete **Part B and Part C**

## Part A Charges created before 06/04/2013

### A1 Charge creation date

Please give the date of creation of the charge

Charge creation date

### A2 Charge number

Please give the charge number This can be found on the certificate

Charge number\*

### A3 Description of instrument (if any)

Please give a description of the instrument (if any) by which the charge is  
created or evidenced

Instrument description

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

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**A4**

**Short particulars of the property or undertaking charged**

Please give the short particulars of the property or undertaking charged

Short particulars

SEE ATTACHED

**Continuation page**

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

**Part B**

**Charges created on or after 06/04/2013**

**B1**

**Charge code**

Please give the charge code. This can be found on the certificate

Charge code ❶

-     -

**❶ Charge code**

This is the unique reference code allocated by the registrar

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**Part C To be completed for all charges****C1****Satisfaction**


I confirm that the debt for the charge as described has been paid or satisfied  
Please tick the appropriate box

- ☒ In full  
☐ In part

**C2****Details of the person delivering this statement and their interest in the charge**

	Please give the name of the person delivering this statement
Name	HEATHER RAYNER
	Please give the address of the person delivering this statement
Building name/number	1-3
Street	STRAND
Post town	LONDON
County/Region	
Postcode	W C 2 N 5 E H
	Please give the person's interest in the charge (e.g. chargor/chargee etc)
Person's interest in the charge	CHARGOR

**C3****Signature**

	Please sign the form here
Signature	<div style="display: flex; align-items: center;"> <div style="margin-right: 10px;">X</div> <div style="flex-grow: 1; text-align: center;">  </div> <div style="margin-left: 10px;">X</div> </div>

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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 **HEATHER RAYNER**

Company name **NATIONAL GRID PLC**

Address **1-3 STRAND**

Post town **LONDON**

County/Region

Postcode **W C 2 N 5 E H**

Country **UNITED KINGDOM**

DX

Telephone **0207 004 3229**



### 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

**Part A Charges created before 06/04/2013**

- ☐ You have given the charge date  
☐ You have given the charge number (if appropriate)  
☐ You have completed the Description of instrument and Short particulars in Sections A3 and A4

- ☐ **Part B Charges created on or after 06/04/2013**  
You have given the charge code

- ☐ **Part C To be completed for all charges**

- ☐ You have ticked the appropriate box in Section C1  
You have given the details of the person delivering this statement in Section C2  
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 [enquiries@companieshouse.gov.uk](mailto: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](http://www.companieshouse.gov.uk)**

**SHORT PARTICULARS OF ALL THE PROPERTY MORTGAGED OR CHARGED**

**1. Pledge of Depositary Receipts**

To secure the performance of the Secured Obligations, the Pledgor has established the Right of Pledge in favour of the Pledgee, which the Pledgee has accepted.

**2. Authority to collect**

- 2.1 The Pledgee has authorised the Pledgor to collect payments at any time, during the term of the Right of Pledge, which become payable on any one or more of the Depositary Receipts, subject to the provisions of 2.2 below
- 2.2 Immediately upon the delivery by the Pledgee to the Pledgor of a Default Notice, the authority to collect payment set forth in 2.1 above shall terminate and such authority shall accrue to the Pledgee

**3. Further obligations of the Pledgor**

The Pledgor has assumed the following obligations vis-à-vis the Pledgee

- +45
- (a) On first reasonable demand in writing from the Pledgee, the Pledgor shall take all actions, and draw up and sign all supplementary documents as the Pledgee may consider necessary or desirable for the performance of the Pledgor's obligations under the Deed, and to fully cooperate so as to enable the Pledgee to exercise his rights
- (b) During the term of the Right of Pledge, the Pledgor shall not dispose of, pledge or otherwise encumber the Depositary Receipts in any way without the prior written consent of the Pledgee other than as contemplated by the Transaction Documents or by way of sale and transfer to National Grid Holdings Limited
- (c) During the term of the Right of Pledge, the Pledgor shall abstain from all acts that lead or may lead to a reduction in the value of the Depositary Receipts, except if the Pledgee has consented to the performance of such acts
- (d) The Pledgor must, at its own expense, promptly, and in any event within any applicable time limit, take whatever action the Pledgee may require for
- (i) protecting any security intended to be created by the Deed, or
- (ii) facilitating the enforcement of the security created by the Deed, or the exercise of any right, power or discretion exercisable, by the Pledgee or any of its delegates or sub-delegates in respect of the security created by the Deed, or
- (iii) facilitating the assignment or transfer of the Pledgee's rights and/or obligations under the Deed

This includes any registration at any public registry, the execution of any transfer, assignment or assurance of any asset and whether to the Pledgee or its nominee, which the Pledgee may think expedient

- (c) The Pledgor must supply the Pledgee immediately with any information (to the extent that such information is within the control of the Pledgor) it reasonably requests in respect of the Depositary Receipts

**4. When security becomes enforceable**

The right of pledge created pursuant to the Deed shall become immediately enforceable if

- (i) an NG Default occurs, and
- (ii) the Pledgor is in default (*verzuim*) in the performance of any of the Secured Obligations

**5. Exercise of the Right of Pledge**

- 5.1 The Pledgee shall, once the right of pledge has become enforceable in accordance with Article 6 (When security becomes enforceable) of the Deed be authorised to sell the Depositary Receipts or part thereof, in accordance with Section 3:248 of the Dutch Civil Code, without prejudice to the provision of Section 3:251 of the Dutch Civil Code, in order to recover the proceeds thereof. The Pledgor is not entitled to make a request as referred to in Section 3:251 of the Dutch Civil Code.
- 5.2 In the event the Pledgee levies execution of the Right of Pledge, the Pledgee shall, following payment of the execution costs from the proceeds, allocate the net proceeds to fulfil the Secured Obligations. The Pledgee shall distribute the remaining balance in accordance with the relevant provisions of the law.
- 5.3 The Pledgee does not bear the obligations referred to in Sections 3:249 and 3:252 of the Dutch Civil Code towards others than the Pledgor.

**6. Definitions**

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**Administrator** means ING Bank N.V., a public company (*naamloze vennootschap*) organised under the laws of the Netherlands, having its statutory seat in Amsterdam, the Netherlands, in its capacity as administrator of Meereesteijn Finance

**Administration Agreement** means the administration agreement dated 17 December 2008 between Meereesteijn Finance and the Administrator

**Articles of Association** means the articles of association of Meereesteijn Finance included in the Deed of Incorporation of Meereesteijn Finance dated 17 December 2008, as amended from time to time in accordance with the Shareholders Agreement and the Articles of Association.

**Class A Ordinary Shares** has the meaning giving to it in the Articles of Association.

**Class A Ordinary Shares Deed of Transfer** means a notarial deed of transfer for Class A Ordinary Shares in the form set out in schedule 3 (Form of Class A Ordinary Shares Deed of Transfer) in the Class A Ordinary Shares Put/Call Option Agreement

**Class A Ordinary Shares Pledge Agreement** means the Class A Ordinary Shares pledge agreement dated 17 December 2008 between ING Bank N.V. and Lattice Group plc

**Class A Ordinary Shares Put/Call Option Agreement** means the Class A Ordinary Shares put/call option agreement dated 17 December 2008 between ING Bank N V and Lattice Group plc.

**Deed of Incorporation** means the notarial deed in the form pursuant to which Meeresteijn Finance was incorporated in the Netherlands on 17 December 2008, incorporating the articles of association of Meeresteijn Finance

**Deed of Transfer** means a deed of transfer for Depositary Receipts in the form set out in (a) schedule 2 (Form of Deed of Transfer) in the Forward Purchase Agreement or (b) schedule 3 (Form of Deed of Transfer) in the Depositary Receipts Put Option Agreement, as the case may be

**Deed of Transfer of Preference Shares and Creation of Depositary Receipts** means a deed of transfer of Preference Shares and creation of Depositary Receipts dated 17 December 2008 between Lattice Group plc and ING Bank N V

**Default Notice** means a notice from the Pledgee to the Pledgor specifying an NG Default

**Depositary Receipts** means all of the claims (*vorderingen*) whether now existing or arising otherwise at any time in the future and which are capable of being pledged in connection with the depositary receipts created by the Pledgee, in accordance with the trust conditions contained in the deed of transfer of preference shares and creation of depositary receipts executed before a deputy of Chr.M. Stokkermans, civil law notary in Amsterdam, the Netherlands, on 17 December 2008, for the preference shares in the capital of Meeresteijn Finance B V., a private limited liability company under Dutch law (*besloten vennootschap met beperkte aansprakelijkheid*), owned by the Pledgor, this being one thousand (1,000) preference shares, with a nominal value of one euro (EUR 1) each, numbered 1 through 1,000

**Depositary Receipts Pledge Agreement** means the Depositary Receipts pledge agreement dated on the date hereof between ING Bank N.V and Lattice Group plc

**Depositary Receipts Put Option Agreement** means the Depositary Receipts put option agreement dated 17 December 2008 between ING Bank N V and Lattice Group plc

**Forward Purchase Agreement** means the forward purchase agreement in relation to the Depositary Receipts dated 17 December 2008 between National Grid Holdings and ING Bank N V.

**Forward Purchase Price Reclaim Agreement** means the agreement in the form set out in schedule 2 (Form of Forward Purchase Price Reclaim Agreement) of the Depositary Receipts Put Option Agreement

**Guarantee** means the guarantee dated 17 December 2008 between the Pledgee and the Pledgor

**Issuer/Borrower Swap Agreement** means the 1992 ISDA master agreement, schedule and confirmation dated 17 December 2008 between Meeresteijn Finance and National Grid Gas plc

**Issuer/ING Bank Swap Agreement** means the 1992 ISDA master agreement, schedule and confirmation dated 17 December 2008 between Meeresteijn Finance and ING Bank N.V

**Management Board Regulations** means the management board regulations, as recorded in the resolution annexed to the Shareholders Agreement as Annex 1 (Management Board Resolution).

**Meeresteijn Finance** means Meeresteijn Finance B V a private limited liability company under Dutch law (*besloten vennootschap met beperkte aansprakelijkheid*), having its official seat in Amsterdam, the Netherlands, and its office address at Bijlmerplein 888, 1102 MG Amsterdam, the Netherlands

**NG 1 Loan Agreement** means the GBP64,000,000 loan agreement dated 17 December 2008 between Meeresteijn Finance and National Grid Gas plc.

**NG 2 Loan Agreement** means the GBP250,000,000 loan agreement dated 17 December 2008 between Meeresteijn Finance and National Grid Gas plc

**NG 2 Loan Put Option Agreement** means the NG 2 Loan put option agreement dated 17 December 2008 between Meeresteijn Finance and National Grid plc

**NG Default** means

- (a) an NG Insolvency Event occurs,
- (b) NG Insolvency Proceedings are commenced, or
- (c) a default by any of the Pledgor and National Grid Holdings (each, an NG Party) under any Transaction Document to which it is a party unless the default
  - (i) is caused by technical or administrative error, or
  - (ii) (if capable of being remedied) is remedied within five (5) Business Days after the date on which a notice has been sent by ING Bank to the relevant defaulting NG Party of the occurrence of the default

**NG Guarantee** means the guarantee dated 17 December 2008 between National Grid plc as issuer and ING Bank N V as beneficiary.

**NG Insolvency Event** means any of the following occurs in respect of any NG Party:

- (a) it is, or is deemed for the purposes of any applicable law to be, unable to pay its debts as they fall due or insolvent,
- (b) it admits its inability to pay its debts as they fall due,
- (c) it suspends making payments on any of its debts or announces an intention to do so;
- (d) by reason of actual or anticipated financial difficulties, it begins negotiations with any creditor for the rescheduling or restructuring of any of its indebtedness,
- (e) the value of its assets is less than its liabilities (taking into account contingent and prospective liabilities), or
- (f) any of its indebtedness is subject to a moratorium

**NG Insolvency Proceedings** means any of the following occurs in respect of any NG Party:



- (a) any step is taken with a view to a moratorium or a composition, assignment or similar arrangement with any of its creditors;
- (b) a meeting of its shareholders, directors or other officers is convened for the purpose of considering any resolution for, to petition for or to file documents with a court or any registrar for, its winding-up, administration or dissolution or any such resolution is passed,
- (c) any person presents a petition, or files documents with a court or any registrar, for its winding-up, administration, dissolution or reorganisation (by way of voluntary arrangement, scheme of arrangement or otherwise),
- (d) an order for its winding-up, administration or dissolution is made,
- (e) any liquidator, trustee in bankruptcy, judicial custodian, compulsory manager, receiver, administrative receiver, administrator or similar officer is appointed in respect of it or any of its assets,
- (f) its shareholders, directors or other officers request the appointment of, or give notice of their intention to appoint, a liquidator, trustee in bankruptcy, judicial custodian, compulsory manager, receiver, administrative receiver, administrator or similar officer, or
- (g) any other analogous step or procedure is taken in any jurisdiction

**NG Loan Guarantee** means the guarantee dated 17 December 2008 between National Grid plc as issuer and Meereesteijn Finance as beneficiary.

**Preference Shares** has the meaning giving to it in the Articles of Association.

**Preference Shares Pledge Agreement** means the Preference Shares pledge agreement dated 17 December 2008 between ING Bank N V and Lattice Group plc

**Right of Pledge** means the first priority right of pledge on the Depositary Receipts established in the Deed.

**Secured Obligations** means (a) any and all of the Pledgor's obligations whether present or future, actual or contingent, vis-à-vis the Pledgee to pay a sum of money, resulting from or relating to the Guarantee and (b) all obligations of the Pledgor vis-à-vis the Pledgee resulting from the Deed, and also including, without limitation, all interest due pursuant to the Guarantee or the statute

**Shareholders Agreement** means the shareholders agreement dated 17 December 2008 between Meereesteijn Finance B V, Lattice Group plc and ING Bank N V

**Swap Agreements** means the Issuer/Borrower Swap Agreement and the Issuer/ING Bank Swap Agreement

**Transaction Documents** means

- (a) the Shareholders Agreement,
- (b) the Forward Purchase Agreement,

- (c) the Forward Purchase Price Reclaim Agreement,
  - (d) the Depositary Receipts Put Option Agreement,
  - (e) the Deed of Transfer of Preference Shares and Creation of Depositary Receipts,
  - (f) each Deed of Transfer,
  - (g) the Depositary Receipts Pledge Agreement,
  - (h) the Class A Ordinary Shares Put/Call Option Agreement;
  - (i) the Class A Ordinary Shares Deed of Transfer;
  - (j) the Class A Ordinary Shares Pledge Agreement,
  - (k) the Preference Shares Pledge Agreement,
  - (l) the Articles of Association;
  - (m) the Administration Agreement;
  - (n) the Management Board Regulations,
  - (o) the NG Guarantee,
  - (p) the Guarantee;
  - (q) the NG Loan Guarantee,
  - (r) the NG 1 Loan Agreement,
  - (s) the NG 2 Loan Agreement,
  - (t) the Swap Agreements,
  - (u) NG 2 Loan Put Option Agreement; and
- any other documents designated a Transaction Document by the parties thereto from time to time