

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 Scotland.
If you want to do this, please use form

TUESDAY



LD2

L2130Y
29/01/2013 #32
COMPANIES HOUSE

1 Company details

Company number 03033261

Company name in full Gengas Limited (the "Company")

For official use

20

→ **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 02/10/2012

Description ① A mortgage deed dated 2 October 2012 (the "Mortgage") between
the Company and Barclays Bank PLC

Date of registration ② 08/10/2012

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 E14 4BB

Name

Address

Postcode

Name

Address

Postcode

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

MG02

Statement of satisfaction in full or in part of mortgage or charge

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

In the Mortgage, the Company charged with full title guarantee in favour of the Security Trustee with the payment and discharge of the Secured Obligations, by way of first legal mortgage the Mortgaged Property

Capitalised terms used throughout this Form MG02 but not defined herein, have been defined in the definitions schedule

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

MG02

Statement of satisfaction in full or in part of mortgage or charge



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 or email 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

MG02 - continuation page

Statement of satisfaction in full or in part of mortgage or charge

4

Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

DEFINITIONS SCHEDULE

In this Form MG02 (including continuation sheets)

"Additional Guarantor" means a company which becomes a Guarantor in accordance with Clause 27 (*Changes to the Obligors*) of the Facility Agreement and includes these companies listed in Part II of Schedule 1 of the Facility Agreement as Additional Guarantors

"Agent" means Barclays Bank PLC

"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, Mynydd Clogau Windfarm Limited, unless in either case it has ceased to be a Borrower in accordance with Clause 27 (*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

"Debenture" means the agreement dated 14 September 2012 between, amongst others, the Company in favour of the Security Trustee

"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 between, among others, Novera Energy (Holdings 2) Limited, Barclays Capital as mandated lead arranger, the Facility Agent, the Security Trustee and the financial institutions listed therein as lenders

"Finance Document" means each of 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 the Borrower

"Guarantor" means Novera Energy (Holdings 2) Limited and each Additional Guarantor other than Mynydd Clogau Windfarm Limited, unless it has ceased to be a Guarantor in accordance with Clause 27 (*Changes to the Obligors*) of the Facility Agreement

"Hedge Counterparties" means the financial institutions named on the signing pages as Hedge Counterparties and any financial institution which becomes a Party in accordance with the terms of Clause 4 (*Hedge Counterparties rights and obligations*) of the Intercreditor Agreement

"Hedging Agreement" means each ISDA master agreement, together with this schedule thereto and

MG02 - continuation page

Statement of satisfaction in full or in part of mortgage or charge

4

Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

any document (including any Confirmation, as such term as defined in the relevant ISDA master agreement) evidencing the hedge facilities approved under Clause 4 (*Hedge Counterparties rights and obligations*) of the Intercreditor Agreement

"Intercreditor Agreement" means the intercreditor agreement dated 17 December 2004 and made between Novera Energy (Holdings 1) Limited (previously NM Renewable Energy (Holdings 1) Limited), Novera Energy (Holdings 2) Limited (previously NM Renewable Energy (Holdings 2) Limited), the Security Trustee, the Facility Agent, the Lenders, the Hedge Counterparties and certain others

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

"Lenders" means Barclays Bank PLC

"Mortgaged Property" means

- (a) Leasehold property being land lying to the south west of Ince Land, Wimbolds Trafford pursuant to a lease dated 9 March 2004 between 3C Waste Limited (1) and Gengas Limited (2) registered under land registry title number CH518758,
- (b) Leasehold property being land to the north of Maw Green Road, Crewe pursuant to a lease dated 21 September 2000 between 3C Waste Limited (1), Gengas Limited (2) and CPL Industries Limited (3) registered under land registry title number CH460312,
- (c) Leasehold property being Generation Compound, Congleton Road, Danes Moss, Macclesfield pursuant to a lease dated 21 September 2000 between 3C Waste Limited (1), Gengas Limited (2) and CPL Industries Limited (3) registered under land registry title number CH460311,
- (d) Leasehold property being land lying to the south west of Ince Lane, Wimbolds Trafford pursuant to a lease dated 21 September 2000 between 3C Waste Limited (1), Gengas Limited (2) and CPL Industries Limited (3) registered under land registry title number CH460310,
- (e) to the extent permitted under the relevant lease of the property listed in paragraphs (a) to (d) above and to the extent permitted under any relevant lease, licence or hire agreements in respect of the following, all of the Company's right, title and interest in and to any buildings, fixtures, fittings, fixed plant or machinery from time to time situated on or forming part of such property,

and includes all Related Rights

MG02 - continuation page

Statement of satisfaction in full or in part of mortgage or charge

4 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

"Obligor" means a Borrower or a Guarantor

"Party" means party to the Intercreditor Agreement

"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
- (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

"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 (as defined in the Facility Agreement) 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)

"Transaction Security" means the Security created or expressed to be created under or pursuant to

MG02 - continuation page

Statement of satisfaction in full or in part of mortgage or charge

4 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

any of the Transaction Security Documents