

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**
You cannot use this form to register
a statement of satisfaction in full or
in part of a fixed charge mortgage
company register. If you wish to
do this, please use form MG01.

TUESDAY



Please
visit
gov.uk

1 Company details

Company number ☒ 0 3 0 3 3 2 6 1

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

COMPANIES HOUSE

#57

or 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 ☒ d2 d3 m1 m2 y2 y0 y0 y4

Description ☒ Debenture dated 23 December 2004 made by Gengas Limited in
in favour of British Gas Trading Limited

Date of registration ☒ d0 d5 m0 m1 y2 y0 y0 y5

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 ☒ British Gas Trading Limited (the "Chargee")

Address Millstream, Maidenhead Road,

Windsor

Postcode S L 4 5 G D

Name

Address

Postcode

Name

Address

Postcode

Continuation page

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

MG02

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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 Subject to the Prior Security, the Company has charged with full title guarantee in favour of the Chargee, by way of 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) 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 (provided that where a consent or waiver of any right arising from the charging of an asset is required from any third party, the charge of that asset shall only take effect upon the Company or the Chargee obtaining any necessary consent or waiver from the relevant third party) (a) the Real Property, (b) the Tangible Moveable Property, (c) the Accounts, (d) the Intellectual Property, (e) any goodwill and rights in relation to the uncalled capital of the Company, (f) the Investments, and (g) 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

2 Subject to the Prior Security, the Company has assigned and agreed to assign absolutely with full title guarantee to the Chargee 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 (provided that where a consent or waiver of any right arising from the charging of an asset is required from any third party, the charge of that asset shall only take effect upon the Company or the Chargee obtaining any necessary consent or waiver from the relevant third party) (a) the proceeds of any Insurance Policy and all Related Rights, and (b) all rights and claims in relation to any Assigned Account

(cont)

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 - continuation page

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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

3 Subject to the Prior Security, the Company with full title guarantee has charged in favour of the Chargee for the payment and discharge of the Secured Obligations by way of floating charge all present and future assets and undertakings of the Company not otherwise charged or assigned by the Debenture (provided that where a consent or waiver of any right arising from the charging of an asset is required from any third party, the charge of that asset shall only take effect upon the Company or the Chargee obtaining any necessary consent or waiver from the relevant third party) 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, and paragraph 14 of Schedule B1 to the Insolvency Act 1986 applies to the floating charge

"Account" means any account opened or maintained by the Company with the Barclays Bank PLC 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

"Assigned Account" means the following Account Gengas Proceeds Account (account number 90619575, 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 pursuant to the Prior Security

"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

"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)

"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)

"Prior Security" means any security (whether by share pledge, debenture, charge over accounts or otherwise) granted by the Company at any time in favour of Barclays Bank PLC as security trustee pursuant to, or in contemplation of, a facility agreement entered into between, inter alia, NM

MG02 - continuation page

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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

Renewable Energy (Holdings 2) Limited and Barclays Bank PLC on or around 17 December 2004

"Real Property" means (a) any freehold, leasehold or immovable property, 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

"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 payment obligations and liabilities of NM Renewable Energy (Holdings 2) Limited (now Novera Energy (Holdings 2) Limited) to the Chargee under or in connection with the power purchase agreement relating to a portfolio of generating facilities in England and Wales dated 16 December 2004 between the Chargee and NM Renewable Energy (Holdings 2) Limited (now Novera Energy (Holdings 2) Limited) as amended or supplemented from time to time (whether present or future, actual or contingent and including, without limitation, any liabilities arising as a result of any breach or termination of, or misrepresentation under, the power purchase agreement)

"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

MG02

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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 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