

M

## Particulars of a mortgage or charge

# 395

Pursuant to section 395 of the Companies Act 1985

Company number

[[I]I3]

02264251

\* MAGNOX ELECTRIC LIMITED (THE "COMPANY")

22 AUGUST 2007

DEBENTURE (THE "DEBENTURE")

AS SPECIFIED IN APPENDIX ONE TO THIS FORM

THE ROYAL BANK OF SCOTLAND ACTING THROUGH ITS BRANCH AT 6TH FLOOR, 1  
SPINNINGFIELDS SQUARE, MANCHESTER (THE "BANK")

Postcode M3 3AP

joneslr MAN 002\1410452\1

Time critical reference

Post room



A24

\*AZ70USEG\*  
25/08/2007  
COMPANIES HOUSE

725

Please do not  
write in  
this margin

**Please complete  
legibly, preferably  
in black type, or  
bold block lettering**

\*insert full name  
of Company

Short particulars of all the property mortgaged or charged

AS SPECIFIED IN APPENDIX TWO TO THIS FORM

Please do not  
write in  
this margin

**Please complete  
legibly, preferably  
in black type, or  
bold block  
lettering**

0/25

Particulars as to commission allowance or discount (note 3)

N/A

Signed

*Glebe Woods LLP*

Date

*24/8/07*

On behalf of ~~XXXXXX~~ [mortgagee/chargee] †

**A fee is payable  
to Companies  
House in  
respect of each  
register entry  
for a mortgage  
or charge  
(See Note 5)**

† delete as  
appropriate

## Notes

- 1 The original instrument (if any) creating or evidencing the charge, together with these prescribed particulars correctly completed must be delivered to the Registrar of Companies within 21 days after the date of creation of the charge (section 395) If the property is situated and the charge was created outside the United Kingdom delivery to the Registrar must be effected within 21 days after the date on which the instrument could in due course of post, and if dispatched with due diligence, have been received in the United Kingdom (section 398) A copy of the instrument creating the charge will be accepted where the property charged is situated and the charge was created outside the United Kingdom (section 398) and in such cases the copy must be verified to be a correct copy either by the company or by the person who has delivered or sent the copy to the Registrar The verification must be signed by or on behalf of the person giving the verification and where this is given by a body corporate it must be signed by an officer of that body A verified copy will also be accepted where section 398(4) applies (property situate in Scotland or Northern Ireland) and Form No 398 is submitted
- 2 A description of the instrument, eg "Trust Deed", "Debenture", "Mortgage", or "Legal charge", etc, as the case may be, should be given
- 3 In this section there should be inserted the amount or rate per cent of the commission, allowance or discount (if any) paid or made either directly or indirectly by the company to any person in consideration of his,
  - (a) subscribing or agreeing to subscribe, whether absolutely or conditionally, or
  - (b) procuring or agreeing to procure subscriptions, whether absolute or conditional,for any of the debentures included in this return The rate of interest payable under the terms of the debentures should not be entered
- 4 If any of the spaces in this form provide insufficient space the particulars must be entered on the prescribed continuation sheet
- 5 A fee of £13 is payable to Companies House in respect of each register entry for a mortgage or charge Cheques and Postal Orders must be made payable to **Companies House**
- 6 The address of the Registrar of Companies is **Companies House, Crown Way, Cardiff CF14 3UZ**

**APPENDIX ONE**  
**MAGNOX ELECTRIC LIMITED**  
**(COMPANY NUMBER: 2264251)**

**AMOUNT SECURED BY THE MORTGAGE OR CHARGE**

All the Company's liabilities to the Bank pursuant to or in connection with (i) an overdraft facility to be provided by the Bank up to the sum of £15,000,000 (ii) a credit card facility to be provided by the Bank up to the sum of £3,000,000 and (iii) settlement limits to be permitted by the Bank of up to £3,000,000 in respect of CHAPS payments and £20,000,000 in respect of BACS payments; and in any currency (whether present or future actual or contingent and whether incurred alone or jointly with another) together with the Bank's charges and commission Interest and Expenses

**the "Company's Obligations"**

**Definitions**

**Interest** means interest at the rate(s) charged to the Company by the Bank from time to time

**Expenses** means all reasonable expenses (on a full indemnity basis) properly incurred by the Bank or any Receiver at any time in connection with the Property or the Company's Obligations or in taking or perfecting the Debenture or in preserving defending or enforcing the security created by the Debenture or in exercising any power under the Debenture or otherwise with Interest from the date they are incurred

**APPENDIX TWO**  
**MAGNOX ELECTRIC LIMITED**  
**(COMPANY NUMBER: 02264251)**

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

- 1 Pursuant to the terms of the Debenture the Company covenants to discharge on demand the Company's Obligations and as a continuing security for such discharge and with full title guarantee charges to the Bank
- 1 1 by way of legal mortgage all the freehold and leasehold property now vested in or charged to the Company,
- 1 2 by way of fixed charge all estates or interests in any freehold and leasehold property now and in future vested in or charged to the Company except the property charged by clause 1.1 of the Debenture,
- 1 3 by way of fixed charge all fixtures and fittings from time to time attached to any freehold and leasehold property of the Company,
- 1 4 by way of fixed charge all the plant and machinery of the Company present and future and all associated warranties and maintenance contracts;
- 1 5 by way of fixed charge all rents receivable from any lease granted out of any freehold and leasehold property of the Company;
- 1 6 by way of fixed charge all the goodwill of the Company present or future
- 1 7 by way of fixed charge all the uncalled capital of the Company present and future,
- 1.8 by way of fixed charge all stocks shares and other securities held by the Company from time to time in any subsidiary and all income and rights derived from or attaching to the same (provided that the Company shall be entitled (notwithstanding the security contemplated to be created by the Debenture) to receive all dividends, interest and income from any such stocks shares and other securities and the Company shall be entitled to exercise any voting or other rights attached thereto until such time as the Bank has demanded repayment of any monies owing by the Company to the Bank and such demand remains unpaid for 5 Business Days),
- 1.9 by way of fixed charge all Intellectual Property Rights choses in action licences and claims of the Company present and future and the insurance policies and proceeds of any insurance from time to time affecting the Property. "Intellectual Property Rights" include (without limitation), all rights in patents inventions

copyrights design rights trademarks service marks database rights confidential information know-how domain names and business names,

- 1 10 by way of fixed charge the benefit of any currency or interest rate swap cap or collar or other hedging agreement or any futures transaction or treasury instrument made with the Bank or any third party,
- 2 by way of floating charge all the undertaking and all property assets and rights of the Company present and future not subject to a fixed charge under the Debenture or any other security present or future held by the Bank

**Note:**

3. Pursuant to the terms of the Debenture the Company will not without the previous written consent of the Bank (not to be unreasonably withheld)
- 3 1 Create or permit to arise any mortgage charge or lien on the Property;
- 3 2 Dispose of the Property charged by Clauses 1.1 to 1.10 inclusive of the Debenture and referred to in clauses 1 1 to 1 10 above (provided that this restriction will not apply to the Transfer),
- 3 3 Accept payment in advance of call for or call up any uncalled capital,
- 3.4 Deal with the Company's book debts and other debts otherwise than by collecting them in the ordinary course of the Company's business and in particular the Company will not realise its book debts and other debts by means of block discounting factoring or the like;
- 3 5 Dispose of the Property charged by clause 1 of the Debenture and referred to in clause 1 above other than in the ordinary course of business,
- 3 6 Grant or accept a surrender of any lease or licence of or part with or share possession or occupation of its freehold and leasehold property or any part of it,

**Definitions**

**Business Days** means any day other than a Saturday or Sunday on which banks are generally open for business in London

**Property** means the whole and any part of the undertaking property and assets of the Company charged by clause 1 of the Debenture and referred to in clause 1 above.

**Transfer** means the transfer to be made pursuant to the proposed Nuclear Transfer Scheme (made by the Secretary of State and within the meaning of Section 38 of the Energy Act 2004) whereby the Company will be restructured so that the management of the Nuclear Decommissioning Authority's Southern Sites (as defined in the Debenture)

shall be transferred pursuant to the M&O Contract and the Parent Body Agreement (both as defined in the Deventure) (either by novation or under the terms of the Nuclear Transfer Scheme) by the Company to Magnox South Limited together with the M&O Contract and the Parent Body Agreement

FILE COPY



## CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

Pursuant to section 401(2) of the Companies Act 1985

COMPANY No 02264251

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A DEBENTURE DATED THE 22nd AUGUST 2007 AND CREATED BY MAGNOX ELECTRIC LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO THE ROYAL BANK OF SCOTLAND plc UNDER THE TERMS OF THE AFOREMENTIONED INSTRUMENT CREATING OR EVIDENCING THE CHARGE WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 25th AUGUST 2007

GIVEN AT COMPANIES HOUSE, CARDIFF THE 31st AUGUST 2007

*P. Stacey*



*Companies House*  
— for the record —



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES