

M

CHFP025

Please do not
write in
this margin

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

*insert full name
of company

† delete as
appropriate

‡ insert a description
of the instrument(s)
creating or
evidencing the
charge, eg
'Mortgage',
'Charge',
'Debenture' etc.

§ the date of
registration may be
confirmed from the
certificate

§ insert brief details
of property or
undertaking no
longer subject to
the charge

COMPANIES FORM No. 403b

Declaration that part of the property or undertaking charged (a) has been released from the charge; (b) no longer forms part of the company's property or undertaking

403b

Pursuant to section 403(1) (b) of the Companies Act 1985

To the Registrar of Companies
(Address overleaf)

For official use

Company number

9111

2571241

Name of company

* Humber Power Limited (the "Assignor")

I, PHILIPPE SAUVET

of 14 BIS RUE RAYNOUARD, PARIS, FRANCE

[a director] ~~[the secretary]~~ ~~[the administrator]~~ ~~[the administrative receiver]~~† of the above company, do

solemnly and sincerely declare that with respect to the charge described below the part of the property
or undertaking described ~~[has been released from the charge]~~ ~~[has ceased to form part of the~~
~~company's property or undertaking]~~ ‡

Date and description of charge ‡ See Schedule 1

Date of registration § 6 October 1998

Name and address of ~~[chargee]~~ ~~[trustee for the debenture holders]~~ † See Schedule 2

Short particulars of property or undertaking released or no longer part of the company's property or
undertaking § See Schedule 3

And I make this solemn declaration conscientiously believing the same to be true and by virtue of the
provisions of the Statutory Declarations Act 1835.

Declared at HERBERT SMITH PARIS Declarant to sign below

Day Month Year

on 11/10/2001

before me W. Tomaszek (WANDA TOMASZEK, SOLICITOR)

A Commissioner for Oaths or Notary Public or Justice of
the Peace or Solicitor having the powers conferred on a
Commissioner for Oaths

Presentor's name, address and
reference (if any):

Clifford Chance LLP
200 Aldersgate Street
London
EC1A 4JJ

Doc:
BXM/H1907/00675

For official use
Mortgage section

Post room



LD2
COMPANIES HOUSE

0372
23/10/01

Schedule 1
Continuation to Form 403b

Registered 6 October 1998

(Company No: 2571241)

Lessor Collateral Accounts Security Assignment dated 17 September 1998 made between the Assignor, Humberland Limited ("**HLL**") (together the "**Depositors**") and Natwest Leasing Industries Limited (the "**Assignee**") (the "Assignment").

Schedule 2
Continuation to Form 403b

Registered 6 October 1998

(Company No: 2571241)

LLOYDS (NIMROD) LEASING INDUSTRIES LIMITED (formerly Natwest Leasing Industries Limited), a company incorporated in England and Wales (registered number 1974805) or 71 Lombard Street, London EC3P 3BS in its capacity as lessor.

Schedule 3
Continuation to Form 403b

Registered 6 October 1998

(Company No: 2571241)

Short Particulars of property or undertaking released or no longer party of the company's property or undertaking.

The Assignor (together with HLL) with full title guarantee irrevocably and unconditionally assigns absolutely and agrees to assign absolutely to the Assignee all of its rights, title and interest in and to (i) each of the Lessor Collateral Accounts and (ii) all sums of money which may now or which may from time to time or at any time be standing to the credit of each of the Lessor Collateral Accounts together with all interest thereon and all other rights and benefits accruing to or arising in connection therewith including all of its rights against the Phase II Account Bank in connection with any of the Phase II First Lessor Collateral Account and the Phase II Third Lessor Collateral Account, the Phase I Account Bank in connection with the Phase I First Lessor Collateral Account and the Phase I Third Lessor Collateral Account (the "**Assigned Property**") as continuing security for the payment and discharge of the Secured Obligations, PROVIDED ALWAYS THAT upon the Secured Obligations having been unconditionally and irrevocably paid and discharged in full the Assignee shall, at the request and cost of the Depositors, re-assign, without recourse or warranty, to the Depositors the Assigned Property PROVIDED THAT, if on the 30 March 2024 no sum are then due or owing by the Depositors and there is no Event of Default or inchoate Default then continuing, the Assignee shall at the request of the Depositors so re-assign the Assigned Property.

DEFINITIONS:

In this Form 403b and the continuation sheets:

"**Agent**" has meaning ascribed to the term "Facility Agent" in the Credit Agreement;

"**Bank's Security**" means the Lessor Humberland Debenture, Lessor Humber Power Debenture, Charge on Cash, and any other present or future documents evidencing or creating any Lien over any asset of the Assignor and/or HLL to secure any obligations of either or both the Assignment and HLL to a Finance Party under all or any of the Finance Documents;

"**Charge on Cash**" has the meaning given to that term in the Credit Agreement;

"**Credit Agreement**" means the agreement dated 21 November 1996 made between the Assignor, HLL National Westminster Bank Plc as lead arranger, Midland Bank Plc as co-arranger, the financial institutions listed in Schedule 1 thereof as banks and the initial account bank relating to the provision of certain loan and guarantee facilities to HLL;

"**Event of Default**" has the meaning ascribed to the term "Event of Default" in each of the Phase I Lease and the Phase II Lease;

"Finance Documents" means the documents referred to as such in the Credit Agreement;

"Finance Parties" means the banks, arrangers, agent or account banks in the Finance Documents;

"Humber Power Guarantee" means the guarantee and indemnity dated 21 November 1996 made between the Assignor and the Assignee pursuant to which the Assignor has guaranteed to the Assignee, inter alia, the due performance by HLL of its obligations under or in connection with the Phase I Lease/Phase II Lease and the Phase I Ancillary Agreements/Phase II Ancillary Agreements to which it is or may become a party;

"Inchoate Default" has the meaning ascribed to the term "Inchoate Default" in each of the Phase I Lease and the Phase II Lease;

"Intercreditor Agreement" means the agreement so entitled dated 21 November 1996, inter alia, the Assignor, HLL, the financial institutions referred to therein as banks, National Westminster Bank Plc as Facility Agent technical bank and the initial account bank, the Assignee and persons referred to therein as junior creditors;

"Lessor Collateral Accounts" means the Phase I First Lessor Collateral Account, the Phase I Third Lessor Collateral Account; the Phase II First Lessor Collateral Account; and the Phase II Third Lessor Collateral Account;

"Lessor Collateral Accounts Security Assignment" means the deed of assignment dated 21 November 1996 made between the Assignee, HLL and the Assignor;

"Lessor Direct Agreement" means the agreement by way of letter dated 21 November 1996 from National Westminster Bank Plc as facility agent and addressed to the Assignee, HLL and the Assignor or any other agreement designated as such by the Assignee, the Agent, the Assignor and HLL;

"Lessor Humber Power Debenture" means the mortgage debenture dated 21 November 1995 made between HLL and the Assignee;

"Lien" means any mortgage, pledge, lien, charge, security, assignment, hypothecation, security, interest or any other agreement or arrangement (such as a blocked or similar "flawed asset" arrangements) having a commercial effect analogous to the conferring of security;

"Original Humber Power Guarantee" means the guarantee and indemnity dated 22 September 1994 made between the Assignor and the Assignee pursuant to which the Assignor has guaranteed to the Assignee, inter alia, the due performance by HLL of its obligations under or in connection with, inter alia, the Phase I Lease;

"Original Humberland Guarantee" means the guarantee and indemnity dated 22 September 1994 made between HLL and the Assignee pursuant to which HLL has guaranteed to the Assignee, inter alia, the due performance by the Assignor of its obligations under or in connection with, inter alia, the Phase II Lease (if and to the extent that the Assignor assumes any obligations pursuant to and in connection with the Phase I Assumption Agreement);

"Original Lessor Humber Power Debenture" means the mortgage debenture dated 22 September 1994 made between the Assignor and the Assignee as amended and restated by a deed dated 21 November 1996 made between the same parties;

"Phase I Account Bank" means the National Westminster Bank Plc or such other company in the Assignee's group with whom the Phase I First Lessor Collateral Account and Phase I Third Lessor Collateral Account are maintained from time to time pursuant to the provisions of the Phase I Lease.

"Phase I Ancillary Agreements" means the Reimbursement and Contribution Agreement, the 1994 Phase I Deposit Agreement, the Phase I Assumption Agreement and the Phase I Security Documents and each and every other agreement or document, entered into in connection with any of the foregoing or the Phase I Lease or entered into or issued pursuant to the terms thereof or thereof designated as such by HLL and the Assignee;

"Phase I Assumption Agreement" means the assumption agreed dated 22 September 1994 made between the Assignor, the Assignee and HLL as amended and restated by an agreement dated 21 November 1996 made between the same parties;

"Phase I Deposit Agreement" means the deposit agreement relating to the Phase I First Lessor Collateral Account and the Phase I Third Lessor Collateral Account, dated 17 September 1998 and made between the Assignor, HLL Lloyds Bank Plc and the Assignee;

"Phase I First Lessor Collateral Account" means initially the account at Lloyds Bank Plc, sort Code 30-00-03 bearing account number 0982968 and designated "Lloyds Bank Re: Humberland Ltd/Humber Power Ltd - Phase I First Lessor Collateral A/C" or, as a result of the operation of either Clause 15.3 of the Phase I Deposit Agreement or Clause 12.6.5 of the relevant branch of the Phase I Account Bank as is designated as the "Phase I First Lessor Collateral Account" from time to time;

"Phase I Guarantee" means the guarantee dated 21 November 1993 made between the banks (being National Westminster Bank Plc and Midland Bank Plc and any other bank or banks which may be additional to or in substitution for any of the foregoing in accordance with the terms of the Phase I Guarantee), National Westminster Bank Plc as facility agent and the Assignee pursuant to which the said banks have severally guaranteed, upon the terms and subject to the conditions therein contained, to the Assignee, inter alia, the due performance by each of the Assignor and HLL of its respective obligations under or in connection with any of the Phase I Lease and the Phase I Ancillary Agreements;

"Phase I Lease" means the lease agreement dated 22 September 1994 made between the Assignee and HLL as amended and restated by an Agreement dated 21 November 1996 and made between the same parties, by which the Assignee agreed to lease certain fixed plant and machinery to HLL on the terms and subject to the conditions set out therein and in the Phase I Ancillary Agreements;

"Phase I Security Documents" means the Lessor Humberland Debenture, the Lessor Humber Power Debenture, the Humberland Guarantee, the Humber Power Guarantee, the Lessor Collateral Accounts Security Assignment, the Phase I Guarantee, the Intercreditor Agreement,

the Lessor Direct Agreement, the Original Lessor Collateral Accounts Security Assignment, the Original Lessor Humberland Debenture, the Original Humber Power Guarantee and any other document or instrument now or hereafter entered into under or in connection with any of the foregoing or evidencing or creating any security in respect of any of the obligations of the Assignor and/or HLL under or in connection with any of the Phase I Lease, the Reimbursement and Contribution Agreement, the 1994 Phase I Deposit Agreement, the Phase I Assumption Agreement or any of the foregoing or designated as such by the Assignee and HLL;

"Phase I Third Lessor Collateral Account" means initially the account at Lloyds Bank Plc, sort code 30-00-02 bearing the account number 0983174 and designated **"Humberland Ltd/Humber Power Ltd - Phase I Third Lessor Collateral A/C"** or, as a result of the operation of either Clause 15.3 of the Phase I Deposit Agreement or Clause 12.8.5 of the Phase I Lease, of the Phase I Account Bank as is designated as the "Phase I Third Lessor Collateral Account" from time to time;

"Phase II Account Bank" means the National Westminster Bank Plc or such other company in HLL's group with whom the Phase II First Lessor Collateral Account and Phase II Third Lessor Collateral Account are maintained from time to time pursuant to the provisions of the Phase II Lease;

"Phase II Ancillary Agreements" means the Reimbursement Agreement, the 1996 Phase II Deposit Agreement, the Phase II Assumption Agreement and the Phase II Security Documents and each and every other agreement or document, entered into in connection with any of the foregoing or the Phase II Lease or entered into or issued pursuant to the terms thereof or thereof designated as such by HLL and the Assignee;

"Phase II Deposit Agreement" means the deposit agreement relating to the Phase II First Lessor Collateral Account and the Phase II Third Lessor Collateral Account, dated 17 September 1998 and made between the Assignor, HLL, Lloyds Bank Plc and the Assignee;

"Phase II First Lessor Collateral Account" means initially the account at Lloyds Bank Plc, sort code 30-00-02 bearing account number 0983239 and designated **"Lloyds Bank Re: Humberland Ltd/Humber Power Ltd - Phase 2 First Lessor Collateral A/C"** or, as a result of the operation of either Clause 15.3 of the Phase II Deposit Agreement or Clause 12.6.5 of the Phase II Lease, such other Sterling account in the joint names of the Assignor and HLL at the relevant branch of the Phase II Account Bank as is designated as the "Phase II First Lessor Collateral Account" from time to time;

"Phase II Guarantee" means the guarantee dated 21 November 1996 between the banks (being National Westminster Bank Plc, Midland Bank Plc and any other bank or banks which may be additional to or in substitution for any of the foregoing in accordance with the terms of the Phase II Guarantee), National Westminster Bank Plc as facility agent and the Assignee pursuant to which the said banks have severally guaranteed, upon the terms and subject to the conditions therein contained, to the Assignee, inter alia, the due performance by each of the Assignor and HLL of its respective obligations under or in connection with any of the Phase II Lease and the Phase II Ancillary Agreements;

"Phase II Lease" means the lease agreement dated 22 November 1996 made between the Assignee and HLL, by which the Assignee agreed to lease certain fixed plant and machinery to HLL on the terms and subject to the conditions set out therein and in the Phase I Ancillary Agreements;

"Phase II Security Documents" means the Lessor Humberland Debenture, the lessor Humber Power Debenture, the Humberland Guarantee, the Humber Power Guarantee, the Lessor Collateral Accounts Security Assignment, the Phase II Guarantee, the Intercreditor Agreement, the Lessor Direct Agreement, the Original Lessor Collateral Accounts Security Assignment, the Original Lessor Humberland Debenture, the Original Lessor Humber Power Debenture, the Original Humberland Guarantee, the Original Humber Power Guarantee and any other document or instrument now or hereafter entered into under or in connection with any of the foregoing or evidencing or creating any security in respect of any of the obligations of the Assignor and/or HLL under or in connection with any of the Phase II Lease, the Reimbursement Agreement, the 1996 Phase II Deposit Agreement, the Phase II Assumption Agreement or any of the foregoing or designated as such by the Assignee and HLL;

"Phase II Third Lessor Collateral Account" means initially the account at Lloyds Bank Plc, sort code 30-00-02 bearing account number 0983433 and designated "Lloyds Bank Re: Humberland Ltd/Humber Power Ltd - Phase 2 Second Lessor Collateral A/C" or, as a result of the operation of either Clause 15.5 of the Phase II Deposit Agreement or Clause 12.5.5 of the Phase II Lease, such other Sterling account in the joint names of the Assignor and HLL at the relevant branch of the Phase II Account Bank as is designated as the **"Phase II Third Lessor Collateral Account"** from time to time.

"Reimbursement Agreement" means the agreement so entitled dated 21 November 1995 made between the Assignee and HLL;

"1994 Phase I Deposit Agreement" means the agreement so entitled dated 22 September 1994 made between the Assignee, the Assignor, HLL and the Phase I Account Bank, as amended and restated by an agreement dated 21 November 1996 made between the same parties;

"1997 Phase II Deposit Agreement" means the agreement so entitled dated 21 November 1996 made between the Assignee, the Assignor, HLL and the Phase II Account Bank.