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in black type, or
bold block lettering

*insert full name
of company

COMPANIES FORM No. 395

Particulars of a mortgage or charge

395

Pursuant to section 395 of the Companies Act 1985

To the Registrar of Companies

For official use

Company number

[5111]

2571241

Name of company

* HUMBER POWER LIMITED (the "Company")

Date of creation of the charge

21st November 1996

Description of the instrument (if any) creating or evidencing the charge (note 2)

First Deed of Amendment and Restatement dated 21st November 1996 (the "Deed of Amendment and Restatement") between the Company, Humberland Limited ("HL") and NatWest Leasing Industries Limited (the "Lessor")

Amount secured by the mortgage or charge

The payment and discharge of any and all moneys, debts, liabilities and obligations (whether actual or contingent, whether existing as at 22nd September 1994 or thereafter arising, whether or not for the payment of money, and including, without limitation, any obligation or liability to pay damages) which are as at 22nd September 1994 or which may at any time and from time to time thereafter be or become due, owing, payable or incurred or be expressed to be due, owing, payable or incurred from or by the Company and/or HL to the Lessor under or in connection with any of the Lease, the Ancillary Agreements (as defined in the Lease), the Phase II Lease and the Phase II Ancillary Agreements (as defined in the Lease) to which either or both of the Company and HL is, are or may become a party.

Names and addresses of the mortgagees or persons entitled to the charge

NATWEST LEASING INDUSTRIES LIMITED

C/O NATWEST LEASING AND ASSET FINANCE

135 BISHOPSGATE, LONDON

Postcode

EC2M 3UR

Presentor's name address and
reference (if any);

Wilde Sapte
1 Fleet Place
London
EC4M 7WS

145 LONDON

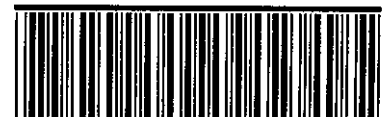
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Time critical reference

For official use

Mortgage Section

Post room



KLO *K5R9ERC6* 1732

COMPANIES HOUSE 09/12/96

By way of assignment to the Lessor, the Company's right, title and interest in and to each of the Lessor Collateral Accounts and all sums of money which may as at 22nd September 1994 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 its rights against the Account Bank (as defined in the Lease) in connection with the Lessor Collateral Accounts (the "Assigned Property").

NOTE:

The Amended and Restated Lessor Collateral Accounts Security Assignment provides that:

1. Save as expressly permitted under any of the Lease and the Ancillary Agreements (as defined in the Lease), without the prior written consent of the Lessor, the Company shall not withdraw nor agree or purport to withdraw any moneys, whether principal or interest or otherwise, from the Lessor Collateral Accounts.

(continued)

Particulars as to commission allowance or discount (note 3)

NIL

Signed

Wido Spte

Date

9/12/96

On behalf of [company] [mortgagee/chargee] †

† delete as appropriate

- 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.

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Particulars of a mortgage or charge (continued)

Continuation sheet No 1
to Form No 395 and 410 (Scot)

CHA 116

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Company Number

2571241

Name of Company

HUMBER POWER LIMITED (the "Company")

Limited*

* delete if
inappropriate

Description of the instrument creating or evidencing the mortgage or charge (continued) (note 2)

relating to Lessor Collateral Accounts Security Assignment dated 22nd September 1994 between the Company, HL and the Lessor (such Lessor Collateral Accounts Security Assignment as amended and restated by the Deed of Amendment and Restatement, the "Amended and Restated Lessor Collateral Accounts Security Assignment").

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Names, addresses and descriptions of the mortgagees or persons entitled to the charge (continued)

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2. Except for the Banks' Security (as defined in the Lease) and save as expressly permitted under any of the Lease and the Ancillary Agreements (as defined in the Lease), the Company shall not sell, assign or purport to sell or assign (by operation of law or otherwise) or otherwise dispose of any of the Assigned Property or create or suffer to exist any Lien (as defined in the Lease) upon or with respect to any of the Assigned Property other than the security created by the Amended and Restated Lessor Collateral Accounts Security Assignment or the Lessor Collateral Accounts Security Assignment (as defined in the Lease) or the Lessor Humberland Debenture (as defined in the Lease) or, as the case may be, the Lessor Humber Power Debenture (as defined in the Lease) or the Original Lessor Humberland Debenture (as defined in the Lease) or, as the case may be, the Original Lessor Humber Power Debenture (as defined in the Lease).

3. The Company shall from time to time, at its own expense, promptly do and perform such acts, assurances and things and execute and deliver any and all such documents and instruments and give all notices, orders and directions as may be required by any applicable law or required by the Lessor in order to (a) establish, perfect or protect the security created (or intended to be created) by the Amended and Restated Lessor Collateral Accounts Security Assignment, and (b) preserve or protect any of the rights, priorities and/or remedies of the Lessor under the Amended and Restated Lessor Collateral Accounts Security Assignment and shall do, at its own expense, all such other things as the Lessor may reasonably request to carry out and effect the intent and purpose of the Amended and Restated Lessor Collateral Accounts Security Assignment, in any such case upon demand by the Lessor.

4. The provisions of the Amended and Restated Lessor Collateral Accounts Security Assignment are subject to the terms of an Intercreditor Agreement dated 21st November 1996 between, inter alios, the Company, HL, National Westminster Bank Plc and the Lessor and, in particular, the security created by or pursuant to the Amended and Restated Lessor Collateral Accounts Security Assignment shall rank in priority to any security created by the Banks' Security (as defined in the Lease) and to any other Lien (as defined in the Lease) created by the Company.

DEFINITIONS

In this Form 395 and in its continuation sheets:

"Account Bank" means National Westminster Bank Plc or such other company in the Lessor's Group (as defined in the Lease) with whom the Lessor Collateral Accounts are maintained from time to time pursuant to Clause 12.6.5 of the Lease;

"First Lessor Collateral Account" means initially the sterling account no. 0547557 and designated "Humberland Limited/Humber Power Limited - Phase I First Lessor Collateral Account" held in the joint names of the Company and HL with National Westminster Bank Plc (Treasury Settlements) Sort Code 70-01-19 or, as a result of the operation of either Clause 15.3 of the Deposit Agreement (as defined in the Lease) or Clause 12.6.5 of the Lease, such other sterling account in the joint names of the Company and HL at the relevant branch of the Account Bank as is designated as the "Phase I First Lessor Collateral Account" from time to time;

"Lease" means the lease agreement dated 22nd September 1994 between the Lessor and HL as amended and restated by an agreement dated 21st November 1996 made between the same parties;

(continued)

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Particulars of a mortgage or charge (continued)

Continuation sheet No 1
to Form No 395 and 410 (Scot)

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Company Number

2571241

Name of Company

HUMBER POWER LIMITED (the "Company")

Limited*

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Description of the instrument creating or evidencing the mortgage or charge (continued) (note 2)

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Names, addresses and descriptions of the mortgagees or persons entitled to the charge (continued)

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"Lessor Collateral Accounts" means the First Lessor Collateral Account, the Second Lessor Collateral Account and the Third Lessor Collateral Account (and includes any of them);

"Phase II Lease" means the lease agreement dated 21st November 1996 between the Lessor and HL;

"Second Lessor Collateral Account" means initially the Sterling account no. 0547697 and designated "Humberland Limited/Humber Power Limited - Phase I Second Lessor Collateral Account" held in the joint names of the Company and HL with National Westminster Bank Plc (Treasury Settlements) Sort Code 70-01-19 or, as a result of the operation of either Clause 15.3 of the Deposit Agreement (as defined in the Lease) or Clause 12.6.5 of the Lease, such other Sterling account in the joint names of the Company and HL at the relevant branch of the Account Bank as is designated as the "Phase I Second Lessor Collateral Account" from time to time;

"Third Lessor Collateral Account" means initially the Sterling account no. 555665 and designated "Humberland Limited/Humber Power Limited - Phase I Third Lessor Collateral Account" held in the joint names of the Company and HL with National Westminster Bank Plc (Treasury Settlements) Sort Code 70-01-19 or, as a result of the operation of either Clause 15.3 of the Deposit Agreement (as defined in the Lease) or Clause 12.6.5 of the Lease, such other Sterling account in the joint names of the Company and HL at the relevant branch of the Account Bank as is designated as the "Phase I Third Lessor Collateral Account" from time to time.

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CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No. 02571241

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A FIRST DEED OF AMENDMENT AND RESTATEMENT DATED THE 21st NOVEMBER 1996 AND CREATED BY HUMBER POWER LIMITED FOR SECURING ALL MONEYS DEBTS LIABILITIES AND OBLIGATIONS NOW DUE OR TO BECOME DUE FROM THE COMPANY AND/OR HL TO NATWEST LEASING INDUSTRIES LIMITED PURSUANT TO THE TERMS OF THE LEASE THE ANCILLARY AGREEMENTS (AS DEFINED) THE PHASE 11 LEASE AND THE PHASE 11 ANCILLARY AGREEMENTS (AS DEFINED) WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 9th DECEMBER 1996.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 13th DECEMBER 1996.

A handwritten signature in cursive script, appearing to read 'R.L. Adams'.

R.L. ADAMS

for the Registrar of Companies



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