

# M

**COMPANIES FORM No. 403a**  
**Declaration of satisfaction**  
**in full or in part**  
**of mortgage or charge**

# 403a

CHFP025

Please do not  
write in  
this margin

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

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

\* Insert full name  
of company

To the Registrar of Companies  
(Address overleaf)

For official use Company number

4

2571241

Name of company

\*Humber Power Limited ("HPL")

I, PHILIPPE SAVQUET  
of 14 BIS RUE RAYNOUARD, PARIS, FRANCE

† Delete as  
appropriate

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

solemnly and sincerely declare that the debt for which the charge described below was given has been

paid or satisfied in **(full)** ~~(part)~~ †

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

Date and Description of charge ‡ See Schedule 1

Date of Registration § 4 December 1996

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

§ The date of  
registration may  
be confirmed  
from the  
certificate

Short particulars of property charged ¶  
See Schedule 3

¶ Insert brief  
details of  
property

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

[Signature]

Day Month Year

on 11 10 2001

before me W. Thiele (WANDA THOMASSEN, 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: 946322  
BXM/H1907/675

For official use  
Mortgage section

Post room



LD2 \*LY8AQ551\* 0384  
COMPANIES HOUSE 23/10/01

**Schedule 1**

**Continuation to Form 403a**

**Registered 4 December 1996**

**(Company No. 02949541)**

A Debenture (the "Debenture") between HPL and the Facility Agent dated 21 November 1996.

**Schedule 2**

**Continuation to Form 403a**

**Registered 4 December 1996**

**(Company No. 02949541)**

National Westminster Bank Plc (as agent and trustee for each Secured Party), 135  
Bishopsgate, London, EC2M 3UR (the "Facility Agent")

### **Schedule 3**

#### **Continuation to Form 403a**

**Registered 4 December 1996**

**(Company No. 02949541)**

#### **Short particulars of property charged:**

- (a) By way of a legal mortgage:
- (i) all the property specified in Schedule 1 to the Debenture (see below);
  - (ii) all estates or interests in any freehold or leasehold property (except any Security Assets specified in paragraph (i) above) now belonging to it;
  - (iii) all buildings and fixtures on the property specified in paragraphs (i) and (ii) above;
  - (iv) the proceeds of sale of all or any part of the property specified in paragraphs (i)-(iii) (inclusive) above; and
  - (v) the benefit of any covenants for the title given or entered into in respect of the property specified in paragraphs (i)-(iii) (inclusive) above by any predecessor in title of HPL and any moneys paid or payable in respect of any such covenants.
- (b) By way of fixed charge (to the extent not the subject of a mortgage under paragraph (a) above:
- (i) all present and future estates or interests in any freehold or leasehold property belonging to HPL and all buildings and fixtures thereon, including:
    - (A) all proceeds of sale of any of the above; and
    - (B) the benefit of any covenants for title given or entered into in respect of any of the above by an predecessor in title of HPL and any moneys paid or payable in respect of any such covenants;
  - (ii) all plant and machinery owned by HPL now or in the future and its interest in any plant or machinery in its possession now or in the future;
  - (iii) HPL's present and future interest in all stocks, shares debentures, bonds or other securities and investments (including, without limitation, any investment acquired using moneys withdrawn from, or credited to, any Project Account) together with all Related Rights accruing to any of the above now or in the future;
  - (iv) all moneys (including interest) from time to time standing to the credit of each of HPL's present and future accounts (including, without limitation, the

Realisations Account and each of the Project Accounts) with any bank, financial institution or other person and the debts represented by them and the benefit of all rights, securities and guarantees of any nature enjoyed or held by it at any time in relation to the foregoing;

- (v) all of HPL's present and future book and other debts, the proceeds of the same and all other moneys due and owing to HPL at any time and the benefit of all rights, securities and guarantees of any nature enjoyed or held by it at any time in relation to any of the above except for any loans made by HPL to the shareholders in HPL pursuant to Clause 12.6(d)(xi) of the Credit Agreement;
  - (vi) any present and future beneficial interest, claim or entitlement of Humberland in any pension fund;
  - (vii) any present and future beneficial interest, claim or entitlement of Humberland to any Insurances (including all Insurance proceeds and returns of premium);
  - (viii) HPL's present and future goodwill;
  - (ix) The benefit of all present and future licences, consents and authorisations (statutory or otherwise) held in connection with HPL's business or the use of any Security Asset specified in paragraph (a) above or this paragraph (b) and the right to recover and receive all compensation which may be payable to it in respect thereof;
  - (x) HPL's present and future uncalled capital; and
  - (xi) HPL's present and future Intellectual Property Rights.
- (c) By way of assignment, all of the present and future right, title and interest of HPL and in, to and under:
- (i) each present or future Project Agreement to which it is a party and Relevant Consent (including, without limitation, all monies which at any time may be or become payable to HPL pursuant thereto and the proceeds of all claims, awards and judgements which may at any time be receivable or received by HPL pursuant thereto); and
  - (ii) all present and future Insurances;
  - (iii) the Equity Agreement and the Shareholder's Agreement;
  - (iv) each present or future Interest Hedge Agreement; and
  - (v) each present or future Shareholder Note,

including, in each case and without limitation, all claims, and all moneys which may at any time be or become paid or payable to HPL, under or in respect of any of the above (including the proceeds of any claims, awards or judgments and any returns of premium), and

- (d) By way of floating charge, all of HPL's present and future undertaking and assets not otherwise effectively mortgaged, charged or assigned by paragraphs (a)-(c) (inclusive) above.

The property specified in Schedule 1 to the Debenture (as referred to in paragraph (a)(i) above) is as follows:

- (a) All that leasehold land at Stallingborough, Humberside demised by an underlease dated 21<sup>st</sup> November, 1996 made between Humberland and HPL relating principally to Phase I; and
- (b) All that leasehold land at Stallingborough, Humberside demised by an underlease dated 21<sup>st</sup> November, 1996 and made between Humberland Limited and HPL relating principally to Phase II.

## **DEFINITIONS**

**"Account Bank"** means the Finance Party with which the Project Accounts are to be maintained from time to time in accordance with the Credit Agreement.

**"Borrowers"** means HPL and Humberland and, where the context permits, includes either of them.

**"Credit Agreement"** means the credit agreement date 21<sup>st</sup> November, 1996 between HPL, Humberland, National Westminster Bank Plc as the Lead Arranger, Midland Bank plc as co-Arranger, the Banks, the Facility Agent, National Westminster Bank Plc as the Technical Bank and National Westminster Bank Plc as the initial Account Bank.

**"Equity Agreement"** means the agreement so entitled dated 21<sup>st</sup> November, 1996 between the Facility Agent, HPL, the shareholders in HPL as at that date and the respective parent companies of each of those shareholders.

**"Finance Documents"** means the Credit Agreement and various other documents entered into under or in connection with it.

**"Finance Party"** means any person (other than a Borrower) that is for the time being a party to the Credit Agreement.

**"Fixtures"** means, in relation to any freehold or leasehold property charged by or pursuant to this Debenture, all fixtures and fittings (including trade fixtures and fittings) and fixed plant and machinery from time to time thereon owned by HPL.

**"Hedging Bank"** means a Finance Party (or an affiliate of a Finance Party) that, in any case, is a party to an Interest Hedge Agreement.

**"Humberland"** means Humberland Limited (Registered No. 2949541).

**"Insurances"** means all contracts and policies of insurance of any kind which are from time to time taken out by or on behalf of either or both of the Borrowers or (to the extent of its or their interest) in which either or both of the Borrowers has an interest.

**"Intellectual Property Rights"** means all know-how, patents, trade marks, service marks, designs, business names, topographical or similar rights, copyrights and other intellectual property monopoly rights and any interests (including by way of licence) in any of the foregoing (in each case whether registered or not and including all applications for the same).

**"Interest Hedge Agreement"** means an interest hedging agreement entered into by HPL, in certain circumstances described in the Credit Agreement.

**"Lease Documents"** means the Phase I Lease Agreement dated 22<sup>nd</sup> September, 1994 and the Phase II Lease Agreement dated 21<sup>st</sup> November, 1996 each between NatWest Leasing Industries Limited and Humberland relating to certain land and equipment to be used in connection with Phase I and Phase II of the Project respectively, and various other documents entered into under or in connection with it.

**"Obligor"** means each Borrower, certain shareholders in HPL and certain other persons.

**"Project"** means the project consisting of the design, development, financing, construction, equipment, testing, commissioning, management, operation and maintenance of the 1260 MW gas fired combined cycle power station to be constructed by the Borrowers at or near Stallingborough, South Humberside (and certain other works necessary for the operation of that power station).

**"Project Account"** means certain bank accounts maintained by HPL and/or Humberland pursuant to the Credit Agreement.

**"Project Agreement"** means various agreements specified in the Credit Agreement which together comprise all of the material contracts which have been, or will be, entered into by either or both of the Borrowers in relation to the Project, together with:

- (a) any other agreement in respect of which the consent of the Facility Agent or any of the Banks (as defined in the Credit Agreement) is required under the Credit Agreement for it to be entered into; and
- (b) any other agreement designated as a Project Agreement by the Facility Agent on the one hand and either or both of the Borrowers on the other hand.

**"Realisations Account"** means each account maintained from time to time by HPL for the purposes of Clause 10.3 (*Contingencies*) of the Debenture at such branch of the Account Bank as the Facility Agent may from time to time approve.

**"Related Rights"** means, in relation to any shares or other securities, all dividends and interest paid or payable in relation to them and all shares, securities, rights, moneys or property accruing or offered at any time in relation to them by way of redemption, substitution, exchange, bonus or preference, pursuant to option rights or otherwise.

**"Relevant Consents"** means various consents and authorisations specified in the Credit Agreement which together include all of the material consents and authorisations obtained (or which will, or will need to be, obtained) by HPL in connection with the Project and/or its

financing, and in any event including any authorisation required by law or regulation for or in connection with:

- (a) the entry into and the performance by each Obligor of each of the Finance Documents, Project Agreements or Lease Documents to which they are respectively a party;
- (b) the validity and enforceability against each Obligor of each of the Finance Documents, Project Agreements or Lease Documents to which they are respectively a party;
- (c) the transactions on the part of each Obligor contemplated by each of the Finance Documents. Project Agreements and Lease Documents to which they are respectively a party; or
- (d) the construction and/or operation of the Project and the Project facilities.

**"Security Assets"** means all assets, rights and property of HPL the subject of any security created by or pursuant to the Debenture.

**"Secured Party"** means a Finance Party or a Hedging Bank.

**"Shareholders Agreement"** means the shareholders agreement dated 22<sup>nd</sup> September, 1994 between the Borrowers and each of the shareholders in HPL as at that date.

**"Shareholder Note"** means any promissory note issued, or to be issued, to HPL in connection with certain withdrawals to be made from certain of the Project Accounts, all as set out in the Credit Agreement.