

# M

CHWP000

COMPANIES FORM No. 403a

## Declaration of satisfaction in full or in part of mortgage or charge

# 403a

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

To the Registrar of Companies  
(Address overleaf)

For official use

Company number

		3
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2675504

Name of company

\* insert full name  
of company

\*Damhead Creek Limited

† delete as  
appropriate# insert a description  
of the instrument(s)  
creating or  
evidencing the  
charge, eg  
"Mortgage",  
"Charge",  
"Debenture" etcø the date of  
registration may be  
confirmed from the  
certificate§ insert brief details  
of property

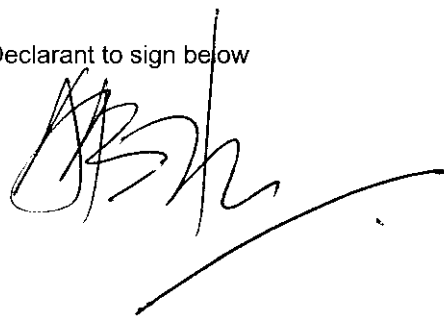
I, ANDREW AITCHISON SPEAK  
of HILL HOUSE, EATON PARK, COBHAM, SURREY KT11 2JE  
[a director] ~~[the secretary]~~ ~~[the administrator]~~ ~~[the administrative receiver]~~ of the above company, do  
solemnly and sincerely declare that the debt for which the charge described below was given has been  
paid or satisfied in ~~[full]~~ [part]

Date and description of charge # Share Mortgage (the "Charge") dated 15 December 1998Date of registration ø 29 December 1998Name and address of ~~[chargee]~~ [trustee for the debenture holders] UBS AG, London Branch;  
1 Finsbury Avenue; London EC2M 2PP as security trustee for the Secured Creditors.Short particulars of property charged § See attached continuation sheets.

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 Freshfields Bruckhaus Deringer,  
65 Fleet Street, London, EC4Y 1HS

Declarant to sign below



Day Month Year  
on 01 06 2004

before me ROBERT WHITE

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

Presenter's name address and  
reference (if any) :

S. Hopkins  
Skadden Arps  
40 Bank St  
London E14 5DS

For official Use (02/00)  
Mortgage Section

Post room

LD6  
COMPANIES HOUSE0489  
09/06/04

1. Amount secured by the mortgage or charge:

as defined

All present and future obligations and liabilities (whether actual or contingent and whether owed jointly or severally or in any other capacity whatsoever) of the Obligors to any Secured Creditor under each Finance Document to which such Obligor is a party (including without limitation, the Senior Credit Agreement, the Subordinated Credit Agreement and the Charge) except for any obligation which, if it were so included, would result in the Charge contravening section 151 of the English Companies Act 1985 (the "**Secured Liabilities**"). The term "**Secured Liabilities**" includes liabilities which would be treated as such but for the liquidation or dissolution of, or similar event affecting, an Obligor.

2. Short particulars of all the property mortgaged or charged:

The Chargor for good and valuable consideration, receipt of which is acknowledged, with full title guarantee and as security for the Secured Liabilities:

- (a) mortgaged and charged and agreed to mortgage and charge to the Security Trustee the Shares, by way of a first legal mortgage; and
- (b) mortgaged and charged and agreed to mortgage and charge to the Security Trustee the Related Rights, by way of first legal mortgage.

3. Negative Pledge:

The Chargor undertook to the Security Trustee that:

- (a) it will not create or permit to subsist any Security Interest on any Security Asset (other than any Security Interest created by the Charge), otherwise than as permitted by Clauses 24.2(l) (Negative Pledge) and 30.1(cc)(ii) (Change of Control) of the Senior Credit Agreement and Clauses 12.2(l) (Negative Pledge) and 18.1(cc)(ii) (Change of Control) of the Subordinated Credit Agreement;
- (b) it will not sell, transfer, grant, lease or otherwise dispose of any Security Asset, otherwise than as permitted by Clauses 24.2(a) (Disposal) and 30.1(cc) (Change of Control) of the Senior Credit Agreement and Clauses 12.2(a) (Disposal) and 18.1(cc) (Change of Control) of the Subordinated Credit Agreement;
- (c) the Shares represent and will continue to represent the whole of the issued capital of DCFL; and
- (d) it will not take or permit the taking of any action whereby the rights attaching to any of the Security Assets are altered.

4. Notes:

**Continuing Security**

The security constituted by the Charge shall be continuing and will extend to the ultimate balance of all sums payable by the Obligors under the Finance Documents, regardless of any intermediate payment or discharge in whole or in part.

**Non-competition**

Until the end of the Security Period the Chargor shall not, after a claim has been made or by virtue of any payment or performance by it under the Charge for or on account of the liabilities of any other Obligor:

- (a) be subrogated to any rights, security or moneys held, received or receivable by the Security Trustee or any other Secured Creditor (or any trustee or agent on its behalf) or be entitled to any right of reimbursement, exoneration, contribution or indemnity in respect of any payment made or moneys received on account of the Chargor's liability under the Charge;

- (b) claim, rank, prove or vote as a creditor of any other Obligor or its estate in competition with the Security Trustee or any other Secured Creditor (or any trustee or agent on its behalf); or
- (c) receive, claim or have the benefit of any payment, distribution or security from or on account of any other Obligor, or exercise any right of set-off as against any other Obligor,

unless the Security Trustee otherwise directs. The Chargor shall hold in trust for and forthwith pay or transfer to the Security Trustee for the Secured Creditors any payment or distribution or benefit of security received by it contrary to Clause 3.6 of the Charge or as directed by the Security Trustee;

**Additional security**

The Charge is in addition to and is not in any way prejudiced by any other security then or subsequently held by the Security Trustee or any other Secured Creditor;

**Power of Attorney**

The Chargor, by way of security, irrevocably appointed the Security Trustee, the Receiver and any of their delegates or sub-delegates severally to be its attorney to take any action which it is obliged to take but fails to take under the Charge, including under Clause 18 (Further Assurance) of the Charge. The Chargor ratifies and confirms whatever any attorney does pursuant to its appointment under Clause 14 of the Charge.

**Definitions:**

**"Account Bank"**

means Citibank, N.A. acting through its London branch or any other branch or such other Bank as Damhead Creek Finance Limited and the Majority Banks agree;

**"Account Bank Agreement"**

means the agreement made 15th December, 1998 between DCFL, the Chargor, the Account Bank, the Agent, the Subordinated Agent and the Security Trustee;

**"Affiliate"**

means any holding company or subsidiary company or any company which is a subsidiary of any holding company, and the expressions "holding company" and "subsidiary" shall have the meanings respectively ascribed thereto by Section 736 of the Companies Act 1985, as amended by Section 144 of the Companies Act 1989;

**"Agent"**

means UBS AG or such other person as may be appointed agent for the Banks pursuant to the terms of the Senior Credit Agreement (Retirement of Agent and Security Trustee);

**"Banks"**

means the Tranche A Banks, the Tranche B Banks, the Tranche C Banks, the Tranche D Banks, the Tranche E Banks, the Tranche F Banks and the Tranche G Banks (as the case may be); and "Bank" means any one of them;

**"Bank Hedging Affiliate"**

means an Affiliate of a Bank;

**"Banks' Technical Adviser"**

means Merz and McLellan in its capacity as technical adviser to the Agent and the Banks in relation to the Project or such other technical adviser or technical advisers as the Agent may appoint with the approval of DCFL (such approval not to be unreasonably withheld) from time to time on the instructions of the Majority Banks;

**"Commissioning Gas Direct Agreement"**

means the direct agreement made, or to be made, in relation to the Commissioning Gas Agreement between the Commissioning Gas Supplier, the Chargor and the Security Trustee;

**"Commissioning Gas Supplier"**

means a gas supplier approved or to be approved by the Agent (in consultation with the Banks' Technical Adviser) (such approval not to be unreasonably withheld or delayed) in accordance with the terms of the Senior Credit Agreement;

**"Commitment"**

means, in relation to a Bank, the amount set opposite its name in the relevant part of Schedule 1 of the Senior Credit Agreement or, as the case may be, in any relevant Transfer Certificate, as increased, cancelled or reduced by any relevant terms of the Senior Credit Agreement or any Transfer Certificate;

**"DCFL"** means Damhead Creek Finance Limited;

**"DCHL"** means Damhead Creek Holding Limited incorporated as a private limited company in England and Wales (Company No. 3613049);

**"Development Services Agreement"**

means the development services agreement dated 23rd September, 1998 between the Chargor and EPDC;

**"Direct Agreements"**

means each of the GSA Direct Agreement, the EPC Direct Agreement, the O&M Direct Agreement, the Maintenance Direct Agreement, the NGC Direct Agreement, the Pool Direct Agreement, the OFFER Direct Agreement, the TSA Direct Agreement, the DSA Direct

Agreement, the MHI Direct Agreement, the Commissioning Gas Direct Agreement and such other agreements as may be entered into from time to time as required by the Agent pursuant to Clause 24.1(i) of the Senior Credit Agreement between, among others, DCFL, the Chargor, DCHL and the Security Trustee and any counterparty to a project document which provides, among other things, for the limitation on such counterparty's rights under such project document;

**"DSA Direct Agreement"**

means the direct agreement dated 15th December, 1998 between the Security Trustee, the Chargor and EPDC;

**"Entergy"**

means Entergy Corporation, a corporation incorporated in the State of Delaware, the United States of America and whose principal place of business is at 639 Loyola Avenue, New Orleans, Louisiana 70113, United States of America;

**"EPC Contract"**

means the engineering, procurement and construction agreement dated 16th September, 1998, between the Chargor and the EPC Contractor;

**"EPC Contractors"**

means Raytheon and Mitsubishi Corporation and "EPC Contractor" means either of them;

**"EPC Direct Agreement"**

means the direct agreement made 15th December, 1998 in relation to the EPC Contract between the EPC Contractors, the Chargor and the Security Trustee;

**"EPC Guarantee"**

means the guarantee dated 16th September, 1998 by the EPC Guarantor in respect of the EPC Contract;

**"EPC Guarantor"**

means Raytheon Engineers & Constructors International, Inc.;

**"EPDC"**

means Entergy Power Development Corporation, a corporation incorporated with limited liability in the State of Delaware, the United States of America, and whose principal place of business is 4 Park Plaza, Suite 2000, Irvine, CA92614, United States of America;

**"EPDC Charge"**

means the first fixed charge created or to be created by the Chargors (or any of them) in favour of EPDC, to the extent only that such charge creates a first fixed charge over the Floating Charge Assets only and not otherwise;

**"EPODCC"**

means Entergy Power Operations Damhead Creek Corporation;

**"Excluded Property"**

means:

- (i) any interest of the Chargor in the Gas Escrow Account and all funds and investments on deposit therein credited thereto;
- (ii) the one common share in EPODCC held by DCFL; and
- (iii) interests by the Chargor in shares (excluding, for the avoidance of doubt, interests in the Shares and their Related Rights) which are de minimis shareholdings required as a matter of United States law or other law in connection with the Chargor's status as an electricity generating company provided that the Security Trustee has agreed in writing that such shares shall constitute Excluded Property;

**"Facilities"**

means:

- (a) the Tranche A Facility;
- (b) the Tranche B Facility;
- (c) the Tranche C Facility;
- (d) the Tranche D Facility;
- (e) the Tranche E Facility;
- (f) the Tranche F Facility; and
- (g) the Tranche G Facility;

and "Facility" means any one of them;

**"Fee Letters"**

means:

- (a) the letter of the same date as the Senior Credit Agreement from the Lead Arranger to DCFL in relation to the arrangement fee referred to in Clause 21.1(a) of the Senior Credit Agreement, being described on its face as the Lead Arranger's Fee Letter;
- (b) the letter of the same date as the Senior Credit Agreement from the Agent to DCFL in relation to the agency fee referred to in Clause 21.1(b) of the Senior Credit Agreement, being described on its face as the Agent's Fee Letter;
- (c) the letter of the same date as the Senior Credit Agreement from the Security Trustee to DCFL in relation to the security trustee fee referred to in Clause 21.1(c) of the Senior Credit Agreement being described on its face as the Security Trustee's Fee Letter; and
- (d) the letter of the same date as the Senior Credit Agreement from the Account Bank to DCFL in relation to the account bank charges referred to in Clause 21.1(d) of the Senior Credit Agreement, being described on its face as the Account Bank's Fee Letter;

and "Fee Letter" means any one of them;

**"Finance Documents"**

means:

- (a) the Account Bank Agreement;
- (b) the Fee Letters;
- (c) a GSA Letter of Credit;
- (d) each Interest Hedging Agreement to which a Bank or a Bank Hedging Affiliate is a party as a Hedge Provider;
- (e) the Intercreditor Agreement;
- (f) the NGC Guarantee;
- (g) each Security Document;
- (h) the Senior Credit Agreement;
- (i) the Subordinated Credit Agreement;
- (j) the Subordinated Fee Letters;
- (k) each Project Hedging Letter of Credit;
- (l) a Network Code Letter of Credit; and



- (m) such other documents which fall within the definition of Finance Documents set out in the Intercreditor Agreement;

**"Gas Escrow Account"**

means a separately designated interest-bearing account in the name of the Chargor at a branch in the City of London of a clearing bank acceptable to the Chargor and the Gas Supplier (or, in absence of any such clearing bank being acceptable to the Chargor, as determined by the Gas Supplier) (i) for withdrawal in accordance with Clause 24.2(1)(c)(ii) or 24.3(1) of the GSA of principal solely by the Gas Supplier against delivery of a Qualifying Certificate for the amount stated therein or for payment of such principal to the Chargor in accordance with Clauses 24.2(1)(c)(iii), 24.3(3), 24.5(3) or 24.6(3) of the GSA and (ii) for payment to the Chargor of any interest accrued to the Gas Escrow Account;

**"Gas Supplier"**

means Shell Gas Direct Limited, a company incorporated in England and whose registered office is at 3 Savoy Place, London WC2R ODX;

**"Gas Supply Agreement" or "GSA"**

means the agreement for the sale and purchase of natural gas dated 15th June, 1998 made between (1) the Gas Supplier and (2) the Chargor as amended by two amendment agreements dated 23rd September, 1998 and on or about the date of the Senior Credit Agreement;

**"GSA Direct Agreement"**

means the direct agreement dated 15th December, 1998 made between Damhead Creek Limited, the Gas Supplier, the GSA Guarantor and the Security Trustee;

**"GSA Guarantor"**

means Shell U.K. Limited;

**"GSA Letter of Credit"**

means an irrevocable standby letter of credit expiring no later than 31st December in any year of its issue unless such Letter of Credit would, as a result of such expiry date be valid for less than 100 days in which case it shall extend to the 31st December in the next succeeding year in favour of the Gas Supplier to be issued by the Tranche E Banks under the Tranche E Facility, being substantially in the form set out in Schedule 5 of the GSA;

**"Hedge Providers"**

means:

- (a) any Bank;
- (b) a Bank Hedging Affiliate; and

(c) any Non-Secured Hedge Provider,

which is a party to a Interest Hedging Agreement with DCFL or the Chargor; and "**Hedge Provider**" means any one of them;

**"Intercreditor Agreement"**

means the agreement dated 15th December, 1998 between inter alia the Chargor, DCHL, DCFL the Junior Subordinated Creditors, the Obligor Guarantors, the Bank Hedging Affiliates, the Non-Secured Hedge Providers, the Banks, UBS AG as Agent, the Subordinated Creditors, EPDC, UBS AG as Subordinated Agent, Citibank, N.A. as Account Bank and the Security Trustee;

**"Interest Hedging Agreements"**

means:

- (a) any agreement between DCFL or the Chargor and a Hedge Provider under which each party assumes a liability to make a payment or payments to the other on future specified dates calculated by reference to the value of a notional amount multiplied by a specified rate of interest for a specified period or periods as against the notional amount of the same or (if a currency swap) another amount multiplied by a different specified rate of interest for the same or different periods; and
- (b) any other agreement between DCFL or the Chargor and a Hedge Provider in relation to the hedging of floating rate interest rate exposure including, without limitation, a cap, floor, collar or option;

but excludes all Project Hedging Documents;

**"Lead Arranger"**

means UBS AG, acting through its division Warburg Dillon Read;

**"Letter of Credit"**

means a GSA Letter of Credit, a Network Code Letter of Credit, the NGC Guarantee and/or a Project Hedging Letter of Credit;

**"Maintenance Agreement"**

means the maintenance agreement dated on 16th September, 1998, between Mitsubishi Corporation and Damhead Creek Limited;

**"Maintenance Contractor"**

means Mitsubishi Corporation;

**"Maintenance Direct Agreement"**

means the direct agreement made 15th December, 1998 in relation to the Maintenance Agreement between the Maintenance Contractor, the Chargor and the Security Trustee;

**"Majority Banks"**

means, at any relevant time, Banks (a) the aggregate of whose Total Contributions exceed  $66\frac{2}{3}$  per cent. of the Total Contributions of all Banks or (b) (if no principal amounts are outstanding and none of a GSA Letter of Credit, the NGC Guarantee or a Project Hedging Letter of Credit have been issued under the Senior Credit Agreement) the aggregate of whose Total Commitments exceed  $66\frac{2}{3}$  per cent. of the Total Commitments of all Banks;

**"MHI"**

means Mitsubishi Heavy Industries, Ltd.;

**"MHI Direct Agreement"**

means the direct agreement made on or about the date the Senior Credit Agreement in relation to the MHI Side Agreement between MHI, the Chargor and the Security Trustee;

**"MHI Side Agreement"**

means the agreement dated 16th September, 1998 between MHI and Damhead Creek Limited;

**"Network Code"**

means the Network Code prepared by BG as licensee under a licence treated as granted pursuant to Section 7 of the Gas Act 1986 (as amended) as such code is, from time to time, modified pursuant to the Modification Rules in the Network Code;

**"Network Code Letter of Credit"**

means a letter of credit expiring no more than one year after its date of issue in the form of Part B of Schedule 13 of the Senior Credit Agreement or in such other form that is satisfactory to the Tranche D Banks and DCFL and the Chargor required for the purpose of satisfying the Chargor's obligations to provide security in respect of its activities as a shipper under the Network Code;

**"NGC"**

means The National Grid Company plc, a company incorporated under the laws of England and Wales (registered no. 2366977) whose registered office is at National Grid House, Kirby Corner Road, Coventry CB4 8JY;

**"NGC Direct Agreement"**

means the direct agreement dated 23rd September 1998 made, between NGC, the Chargor and the Security Trustee;

**"NGC Guarantee"**

means the bank guarantee in favour of NGC to be issued by the Tranche F Banks under the Tranche F Facility, being substantially in the form set out in Schedule 12 of the Senior Credit Agreement;

**"Non-Secured Hedge Providers"**

means any persons other than a Bank or a Bank Hedging Affiliate that are a party to a Interest Hedging Agreement as a Hedge Provider with DCFL or the Chargor and are or become prior to entry into the relevant Interest Hedging Agreement a party to the Intercreditor Agreement; and **"Non-Secured Hedge Provider"** means any of them;

**"Obligors"**

means each of the Chargor, DCFL and DCHL;

**"Obligor Guarantee"**

means each guarantee, indemnity, bond or other liability giving rise to any right of subrogation, reimbursement or indemnity from an Obligor issued from time to time in respect of any Obligor's obligations;

**"Obligor Guarantor"**

means any person (other than a Secured Creditor) that issues an Obligor Guarantee;

**"OFFER Direct Agreement"**

means the letter dated 1st September 1998 from the Office of Electricity Regulation to the Chargor and the Security Trustee;

**"O&M Direct Agreement"**

means the direct agreement dated the date of the Senior Credit Agreement between the Security Trustee, the Chargor, the Operator and the Operation and Maintenance Guarantors;

**"O&M Guarantee"**

means the guarantees dated 23rd September, 1998 by the Operation and Maintenance Guarantors in respect of the Operation and Maintenance Agreement or any replacement thereof permitted under the Senior Credit Agreement;

**"Operation and Maintenance Guarantors"**

means EPDC and Entergy Power Operations Corporation, a corporation incorporated with limited liability in the State of Delaware, the United States of America, and whose principal place of business is at 4 Park Plaza, Suite 2000, Irvine, CA 92614 United States of America or any permitted replacement of either of them;

**"Operation and Maintenance Agreement"**

means the operation and maintenance services agreement dated 23rd September, 1998, between the Operator and Damhead Creek Limited;

**"Operator"**

means Entergy Power Operations Damhead Creek Limited Partnership or any permitted replacement thereof under the Senior Credit Agreement;

**"Pool Direct Agreement"**

means the letter dated 23rd September, 1998 from the Electricity Pool to the Security Trustee;

**"Power Station"**

means the gas-fired combined cycle gas turbine power station with a nominal electrical output of approximately 792MW at average site conditions built or to be built pursuant to the EPC Contract at the Site and all related buildings and equipment;

**"Project"**

means the design, development, construction, financing, commissioning, operation and maintenance of the Power Station and all related ancillary works (whether on or off the Site);

**"Project Guarantees"**

means the guarantee dated 22nd June, 1998 by the GSA Guarantor in respect of the GSA, the guarantee dated 16th September, 1998 by the EPC Guarantors in respect of the EPC Contract, the O&M Guarantee and the Performance Bond, Availability and Defects Liability Bond and Ascending Bond (each as defined in and issued pursuant to the EPC Contract) and the guarantee by EPDC in respect of the Site Split Agreement (contained in the Site Split Agreement);

**"Project Hedging Document"**

means power purchase agreements, power sales agreements, power price hedging agreements, fuel purchase agreements, fuel sales agreements, fuel price hedging agreements and ancillary service agreements and other agreements, contracts, instruments or other arrangements or commitments, in each case entered into by the Chargor in connection with the purchase or sale of fuel or the purchase or sale of electric capacity or associated electric energy;

**"Project Hedging Letter of Credit"**

means an irrevocable standby letter of credit expiring no more than one year after its date of issue, made in favour of counterparties to Project Hedging Documents, to be issued by the Tranche G Banks under the Tranche G Facility, being substantially in the form set out in Schedule 13 Part A of the Senior Credit Agreement or in such other form as is approved by the Majority Banks;

**"Qualifying Bank"**

means:

- (a) a person which is:
  - (i) a bank within the meaning of section 840A Income and Corporation Taxes Act 1988; and
  - (ii) within the charge of corporation tax for the purposes of section 349(3) Income and Corporation Taxes Act 1988 as respects any interest to which it is beneficially entitled hereunder,

but so that if such Act is amended or repealed, this paragraph (a) shall be amended in such manner as the Agent, after consultation with DCFL, shall determine to be necessary in order to define persons of relevant equivalent category; or

- (b) a person which is a bank or financial institution (whether incorporated in the United Kingdom or elsewhere) which, by virtue of the provisions of a double taxation agreement between the United Kingdom and the country of residence of that person is, subject only to a prior direction given to DCFL by the United Kingdom Inland Revenue pursuant to an application by the person, eligible to have the payments made by DCFL without any deduction or withholding in respect of Taxes;

**"Qualifying Certificate"**

means a certificate duly signed by the Gas Supplier substantially in the form as Schedule IIA or Schedule IIB, as the case maybe, attached to the GSA Letter of Credit;

**"Receiver"**

means a receiver and manager or (if the Security Trustee so specifies in the relevant appointment) a receiver, in either case, appointed under the Charge;

**"Related Rights"**

means:

- (a) any dividend or interest paid or payable in relation to any of the Shares;
- (b) any stock, shares, securities, rights, moneys or property accruing or offered at any time (whether by way of redemption, substitution, exchange, bonus or preference, under option rights or otherwise) to or in respect of any of the Shares or in substitution or exchange for or otherwise derived from any of the Shares; and
- (c) any dividend, interest or other income in respect of any asset referred to in paragraph (b) above;

**"Secured Creditors"**

means:

- (a) each Senior Creditor; and
- (b) each Subordinated Creditor,

and "Secured Creditor" means any one of them;

**"Secured Documents"**

means the Finance Documents;

**"Secured Liabilities"**

means all present and future obligations and liabilities (whether actual or contingent and whether owed jointly or severally or in any other capacity whatsoever) of the Obligors to any Secured Creditor under each Finance Document to which such Obligor is a party (including, without limitation, the Senior Credit Agreement, the Subordinated Credit Agreement and the Charge) except for any obligation which, if it were so included, would result in the Charge contravening section 151 of the Companies Act 1985. The term "**Secured Liabilities**" includes liabilities which would be treated as such but for the liquidation or dissolution of, or similar event affecting, an Obligor;

**"Security Assets"**

means the Shares and Related Rights;

**"Security Interest"**

means any mortgage, charge (whether fixed or floating), pledge, lien, hypothecation, assignment, security interest or other encumbrance of any kind securing or any right conferring a priority of payment in respect of any obligation of any person but does not include liens arising in the ordinary course of trading by operation of law and not by way of contract and, for the avoidance of doubt, also excluding any reservation of title;

**"Security Period"**

means the period beginning on the date of the Charge and ending on the date on which the Security Trustee is satisfied that all the Secured Liabilities have been unconditionally and irrevocably paid and discharged in full;

**"Senior Credit Agreement"**

means the senior credit agreement dated 15th December, 1998 between DCFL, the Chargor, DCHL, UBS AG as lead arranger agent and the security trustee, Citibank N.A. as account bank and the banks named therein;

**"Senior Creditors"**

means (i) the persons party to the Senior Credit Agreement from time to time as Banks, (ii) Bank Hedging Affiliates party to the Senior Interest Hedging Agreements as counterparties to DCFL or the Chargor and (iii) lenders of any indebtedness permitted pursuant to and in accordance with the terms of Clause 24.2(b) (vii) and (viii) of the Senior Credit Agreement or as otherwise permitted by the Banks, in each case, as is not prohibited pursuant to the provisions of Clause 10.2 of the Intercreditor Agreement provided that such lenders have executed an Accession Agreement in the form of Schedule 2 to the Intercreditor Agreement;

**"Senior Interest Hedging Agreements"**

means the interest hedging agreements between DCFL or the Chargor and the respective counterparties entered into with the Banks or Bank Hedging Affiliates to hedge interest rate exposure in respect of Senior Debt or otherwise entered into pursuant to or with the approval of the Agent under the Senior Credit Agreement;

**"Shares"**

means 100% of the issued share capital of DCFL in issue from time to time;

**"Site"**

means the land at Kingsnorth, Kent, which is more particularly described in the Certificate of Title;

**"Subordinated Agent"**

means the person who is at the relevant time appointed as agent for and on behalf of the Subordinated Creditors pursuant to the terms of the Subordinated Credit Agreement who, at the date of the Senior Credit Agreement, is UBS AG;

**"Subordinated Credit Agreement"**

means the agreement dated 15th December made between DCFL, the Chargor and UBS AG as Subordinated Lead Arranger, the Subordinated Creditors, Citibank, N.A. as Account Bank, the Security Trustee and UBS AG as Subordinated Agent;

**"Subordinated Creditors"**

means the person or persons party to the Subordinated Credit Agreement (other than DCFL, the Chargor, the Security Trustee and the Account Bank) from time to time and "Subordinated Creditor" means any one of them;

**"Subordinated Fee Letters" means:**

- (a) the letter of the same date as the Subordinated Credit Agreement from the Subordinated Lead Arranger to DCFL in relation to the arrangement fee referred to in Clause 9.1(a) of the Subordinated Credit Agreement, being described on its face as the Subordinated Lead Arranger's Fee Letter;



- (b) the letter of the same date as Subordinated Credit Agreement from the Subordinated Agent to DCFL in relation to the agency fee referred to in Clause 9.1(b) of the Subordinated Credit Agreement, being described on its face as the Subordinated Agent's Fee Letter;

and "Subordinated Fee Letter" means either of them;

**"Subordinated Lead Arranger"**

means UBS AG, acting through its division Warburg Dillon Read;

**"Technical Services Agreement" or "TSA"**

means the agreement of that name dated 23rd September, 1998 between Damhead Creek Limited and EPDC;

**"Total Commitments"**

means the aggregate at any relevant time of the Commitments of a Bank or, as the case may be, all the Banks under one or more of the Facilities as applicable;

**"Tranche A Banks"**

means UBS AG and includes its successors in title and Transferees;

**"Tranche A Facility"**

means the term loan facility to be made available to DCFL pursuant to Clause 2.1 of the Senior Credit Agreement;

**"Tranche B Banks"**

means UBS AG and includes its successors in title and Transferees;

**"Tranche B Facility"**

means the term loan facility to be made available to DCFL pursuant to Clause 2.2 of the Senior Credit Agreement;

**"Tranche C Banks"**

means UBS AG and includes its successors in title and Transferees;

**"Tranche C Facility"**

means the term loan facility to be made available to DCFL pursuant to Clause 2.3 of the Senior Credit Agreement;

**"Tranche D Banks"**

means UBS AG and includes its successors in title and Transferees;

**"Tranche D Facility"**

means the working capital facility to be made available to DCFL pursuant to Clause 2.4 of the Senior Credit Agreement;

**"Tranche E Banks"**

means the UBS AG and includes its successors in title and Transferees;

**"Tranche E Facility"**

means the letter of credit and revolving credit facility to be made available to DCFL pursuant to Clause 2.5 of the Senior Credit Agreement;

**"Tranche F Facility"**

means the guarantee facility to be made available to DCFL pursuant to Clause 2.6 of the Senior Credit Agreement;

**"Tranche G Banks"**

means UBS AG and includes its successors in title and Transferees;

**"Tranche G Facility"**

means a Project Hedging Letter of Credit issuance facility to be made available to DCFL pursuant to Clause 2.7 of the Senior Credit Agreement;

**"Transferee"**

means a Qualifying Bank to which a Bank may transfer all or part of its rights, benefits and/or obligations under the Senior Credit Agreement and a corresponding part of its rights, benefits, and/or obligations under the Intercreditor Agreement, each Direct Agreement and the Turnover Letter under Clause 34.3 of the Senior Credit Agreement;

**"Transfer Certificate"**

means a certificate substantially in the terms of Schedule 5 of the Senior Credit Agreement;

**"TSA Direct Agreement"**

means the direct agreement dated 15th December, 1998 between the Security Trustee, the Chargor and EPDC; and

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Damhead Creek Limited (Company Number: 2675504)  
Continuation Sheet 2

**"Turnover Letter"**

means an agreement entered into on or about the date of the Senior Credit Agreement between the Account Bank, UBS AG in its capacity as Lead Arranger, Agent, Security Trustee and the Banks, EPDC, the Chargor, DCFL and DCHL.