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COMPANIES FORM No. 395

Particulars of a mortgage or charge

395

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Pursuant to section 395 of the Companies Act 1985

CHA 116

To the Registrar of Companies

For official use

Company number

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

[][][][]

2984571

Name of company

* MAYTON WOOD ENERGY LIMITED ("Mayton Wood")

* insert full name
of company

Date of creation of the charge

23rd November 1995

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

A Cross Guarantee and Debenture dated 23rd November 1995

(See Continuation Sheet No. 1, Page 1)

Amount secured by the mortgage or charge

(a) All moneys, obligations and liabilities now or hereafter due, owing or incurred to any of the Senior Creditors (as defined below) by any of the Companies (as defined below and which expression includes Mayton Wood throughout, unless otherwise stated) under any Financing Document (as defined below) or Hedging Instrument (as defined below) at any time and in any manner provided in the Security Documents (as defined below); and

(b) upon demand or at any time after the Enforcement Date (as defined below) payment and discharge of all moneys, obligations and liabilities now or hereinafter due, owing or incurred to the Senior Creditors under or pursuant to the relevant Facility Agreement (as defined below) and/or the Cross Guarantee and Debenture and any

(See Continuation Sheet No. 1, Page 2)

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

Hambros Bank Limited of 41 Tower Hill, London as Security Trustee for
the Senior Creditors (as defined below)

Postcode

EC3N 4HN

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

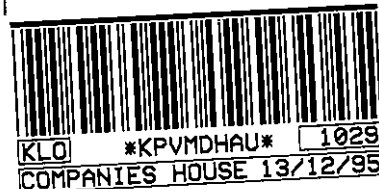
Norton Rose
Kempson House
PO Box 570
Camomile Street
London EC3A 7AN

SXB/126/X176245/JD6249.DOC

Time critical reference

For official use
Mortgage Section

Post room



A Fixed Charges

By clause 3.1 of the Cross Guarantee and Debenture each Company (which expression includes Mayton Wood throughout, unless otherwise stated) charges to the Security Trustee by way of first fixed charge (and as regards all those parts of the freehold and leasehold property in England and Wales now vested in such Company by way of first legal mortgage) with full title guarantee and, in the case of Broom and Rowley, subject only to the Encumbrances brief particulars of which are set out in Part B of Schedule 3 to the Cross Guarantee and Debenture (the "**Prior Charges**"), as a continuing security for the payment and discharge of the Secured Obligations all of its rights, title, benefit and interest in the following assets, both present and future, from time to time owned by such Company or in which such Company may from time to time have an interest:

(See Continuation Sheet No. 1, Page 4)

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Particulars as to commission allowance or discount (note 3)

Nil

Signed

Norton Rose

Date

13th December 1995

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.

COMPANIES FORM No. 395 (Cont.) AND FORM No. 410 (Scot)(Cont.)

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**Particulars of a mortgage or charge
(continued)**

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

CHA 116

Please complete
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Company Number

2984571

Name of Company

MAYTON WOOD ENERGY LIMITED

Limited*

* delete if
inappropriate

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

(the "**Cross Guarantee and Debenture**") and made between CLP Projects Limited, Blackborough End Energy Limited, Broom Energy Limited, Mayton Wood, Mountsorrel Energy Limited and Rowley Energy Limited (together the "**Original Subsidiaries**") and Hambros Bank Limited (the "**Security Trustee**")

other Financing Document by (i) each other Company and (ii) any other present or future Subsidiary of CLPP (as defined below) or of any Company (other than Mayton Wood) (except any obligations or liabilities of such other Company or Subsidiary as guarantor for the Company concerned), in each case when the same becomes due for payment or discharge whether by acceleration or otherwise, and whether such moneys, obligations or liabilities are express or implied, present, future or contingent, joint or several, incurred as principal or surety, originally owing to the Senior Creditors or any of them or purchased or otherwise acquired by them or it, denominated into sterling or in any other currency, or incurred on any banking account or in any other manner whatsoever.

The moneys, liabilities and obligations set out above are together referred to as the "**Secured Obligations**").

Notes:

Clause 2.2 of the Cross Guarantee and Debenture contains an agreement by each Company that if any purported obligation or liability of any Company or other person liable which would have been the subject of a Guarantee (as defined below) had it been valid and enforceable is not or ceases to be valid or enforceable against such Company or other person on any ground whatsoever whether or not known to the Senior Creditors or any of them (including, without limitation, any irregular exercise or absence of any corporate power or lack of authority of, or breach of duty by, any person purporting to act on behalf of such Company or other person or any legal or other limitation, whether under the Limitation Acts or otherwise, any disability or Incapacity (as defined below) or any change in the constitution of such Company or other person) the Companies shall nevertheless be jointly and severally liable to the Senior Creditors in respect of that purported obligation or liability as if the same were fully valid and enforceable and the Companies were the principal debtors in respect thereof. The Companies jointly and severally agree to keep the Senior Creditors fully indemnified on demand against all damages, losses, costs and expenses arising from any failure of a Company or other person to perform or discharge any such purported obligation or liability.

Clause 2.6 of the Cross Guarantee and Debenture provides that all payments to be made by a Company under the Cross Guarantee and Debenture shall be made in full, without any set-off or counterclaim whatsoever and, subject as provided below, free and clear of any deductions or withholdings in the relevant currency on the due date to such account as the Security Trustee may from time to time specify. If at any time the Security Trustee is required to make any deduction or withholding in respect of taxes from any payment due under the Cross Guarantee and Debenture for the account of any Senior Creditor (or if the Security Trustee is required to make any such deduction or withholding from a payment to a Senior Creditor) the sum due from that Company in respect of such payment shall be increased to the extent necessary to ensure that, after the making of such deduction or withholding, each Senior Creditor receives on the due date for such payment (and retains, free from any liability in respect of such deduction or withholding) a net sum equal to the sum which it would have received had no such deduction or withholding been required to be made and the relevant Company shall indemnify each Senior Creditor against any losses or costs incurred by any of them by reason of any failure of such Company to make any such deduction or withholding or by reason of any increased payment not being made on the due date for such payment. Each Company shall promptly deliver to the Security Trustee any receipts, certificates or other proof evidencing the amount (if any) paid or payable in respect of any deduction or withholding as aforesaid.

(See Continuation Sheet No 2. Page 2)

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

Please complete
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- (a) all freehold and leasehold property of such Company situate in England and Wales (including without limitation the property specified in Part A of schedule 3, being the licence granted to Mayton Wood pursuant to the Landfill Gas Agreement dated 17th March 1995, and all liens, charges, options, agreements, rights and interests in or over land or the proceeds of sale of land situate in England and Wales and all buildings, fixtures (including trade fixtures) and fixed plant and machinery from time to time on such property or land together with all rights, easements and privileges appurtenant to, or benefitting, the same (together the "**Properties**");
- (b) all plant, machinery, vehicles, computers and office and other equipment and the benefit of all contracts and warranties relating to the same;
- (c) all stocks, shares, bonds and securities of any kind whatsoever whether marketable or otherwise and all other interests (including but not limited to loan capital) in any person, including all allotments, rights, benefits and advantages whatsoever at any time accruing, offered or arising in respect of or incidental to the same and all money or property accruing or offered at any time by way of conversion, redemption, bonus, preference, option, dividend, distribution, interest or otherwise in respect thereof;
- (d) all book and other debts, revenues and claims, whether actual or contingent, whether arising under contracts or in any other manner whatsoever and whether originally owing to such Company or purchased or otherwise acquired by it including, without limitation, any amount from time to time standing to the credit of any bank or other account with any Senior Creditor or with any other person and all things in action which may give rise to any debt, revenue or claim, together with the full benefit of any Encumbrances, Collateral Instruments and any other rights relating thereto including, without limitation, reservations of proprietary rights, rights of tracing and unpaid vendor's liens and associated rights;
- (e) Balances: the Balances and each Company's entire rights, title, benefit, interest whatsoever, present and future in and to the Balances; and

(See Continuation Sheet No. 2, Page 4)

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Particulars of a mortgage or charge (continued)

Continuation sheet No 2
to Form No 395 and 410 (Scot)

CHA 116

Please complete
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Company Number

2984571

Name of Company

MAYTON WOOD ENERGY LIMITED

Limited*

* delete if
inappropriate

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

Clause 2.8 of the Cross Guarantee and Debenture provides that if a Guarantee (or any part of it) ceases to be continuing for any reason whatsoever each Senior Creditor may nevertheless continue any account of any Company or any other person liable or open one or more new accounts and the liability of each Company under its Guarantee shall not in any manner be reduced or affected by any subsequent transactions or receipts or payments into or out of any such account.

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Clause 2.9 of the Cross Guarantee and Debenture provides that the liability of each Company shall not be affected nor shall any Guarantee be discharged or reduced by reason of:

- (a) the Incapacity or any change in the name, style or constitution of one or more of any other Company or any other person liable;
- (b) any of the Senior Creditors granting any time, indulgence or concession to, or compounding with, discharging, releasing or varying the liability of, any other Company or any other person liable or renewing, determining, varying or increasing any accommodation, facility or transaction or otherwise dealing with the same in any manner whatsoever or concurring in, accepting or varying any compromise, arrangement or settlement or omitting to claim or enforce payment from any other Company or any other person liable or the amendment, novation, restatement of, or waiver of any of the provisions of, any Relevant Document (as defined below); or
- (c) any act or omission which would not have discharged or affected the liability of such Company had it been a principal debtor instead of a guarantor or by anything done or omitted which but for this provision might operate to exonerate such Company.

Clause 2.10 of the Cross Guarantee and Debenture provides that none of the Senior Creditors shall be obliged to make any claim or demand on any Company or any other person liable or to resort to any Collateral Instrument (as defined below) or other means of payment now or hereafter held by or available to it before enforcing this Guarantee and no action taken or omitted by any of the Senior Creditors in connection with any such Collateral Instrument or other means of payment shall discharge, reduce, prejudice or affect the liability of any Company under the Cross Guarantee and Debenture nor shall any of the Senior Creditors be obliged to account for any money or other property received or recovered in consequence of any enforcement or realisation of any such Collateral Instrument or other means of payment.

Clause 2.11 of the Cross Guarantee and Debenture provides that prior to the end of the Security Period (as defined below) (and notwithstanding payment of a dividend in any liquidation or bankruptcy or under any compromise or arrangement or the discharge by any Company of its liability under the Cross Guarantee and Debenture) each Company agrees that, without the prior written consent of the Security Trustee, it will not:

- (a) exercise its rights of subrogation, reimbursement and indemnity against any other Company or any other person liable;
- (b) demand or accept repayment in whole or in part of any obligations or liabilities now or hereafter due to such Company from any other Company or from any other person liable or demand or accept any Collateral Instrument in respect of the same or dispose of the same;

(See Continuation Sheet No. 3, Page 2)

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

**Please complete
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- (f) Goodwill and uncalled capital: all goodwill and uncalled capital and intellectual property.

Floating Charge

- B By clause 3.2 of the Cross Guarantee and Debenture each Company charges to the Security Trustee by way of first floating charge with full title guarantee and in the case of Broom and Rowley, subject only to the Prior Charges, as a continuing security for the payment and discharge of the Secured Obligations, its undertaking and all its property, assets and rights whatsoever and wheresoever both present and future, other than any property or assets from time to time effectively charged by way of legal mortgage or fixed charge or assignment pursuant to clause 3.1 of the Cross Guarantee and Debenture (as described in Sub-paragraphs A (a) to (f) above).

Assignments

- C By clause 3.3 of the Cross Guarantee and Debenture each Company assigns absolutely to the Security Trustee with full title guarantee but subject to clause 13.12 of the Cross Guarantee and Debenture, (and subject in the case of Broom and Rowley to the terms of the Prior Charges), as a continuing security for the payment and discharge of the Secured Obligations:
- (a) the Assignment Documents Proceeds (as defined below) and all its right, title, benefit and interest whatsoever, present or future, in and to the Assigned Documents Proceeds; and
 - (b) all its other rights, title, benefit and interest in and under (but none of the Company's obligations or liabilities under) the Assigned Documents (as defined below).

The undertaking, goodwill, property, assets and rights of all such Company described in paragraphs A, B and C above inclusive are together referred to as the "**Charged Assets**".

Clause 2.4 of the Cross Guarantee and Debenture provides that each Company warrants that it has not taken or received, and undertakes that until the end of the Security Period it will not take or receive, any security from any other Company or person liable in respect of its obligations under its Guarantee.

Clause 2.7 of the Cross Guarantee and Debenture provides that the Cross Guarantee and Debenture and the obligations of each Company under the Cross Guarantee and Debenture (including without limitation, its Guarantee) shall:

- (a) secure the ultimate balance from time to time owing to the Senior Creditors or any of them by each Company and any other person liable and shall be a continuing security, notwithstanding any settlement of account or other matter whatsoever;
- (b) be in addition to, and not prejudice or affect, any present or future Collateral Instrument, Encumbrance, right or remedy held by or available to the Senior Creditors or any of them; and

(See Continuation Sheet No. 3, Page 4)

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Particulars of a mortgage or charge (continued)

Continuation sheet No 3
to Form No 395 and 410 (Scot)

CHA 116

Please complete
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bold block lettering

Company Number

2984571

Name of Company

MAYTON WOOD ENERGY LIMITED

Limited*

* delete if
inappropriate

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

- (c) take any step to enforce any right against any other Company or any other person liable in respect of the same or dispose of the same;
- (d) claim any set-off or counterclaim against any other Company or any other person liable or claim or prove in competition with any of the Senior Creditors in the liquidation of any other Company or any other person liable or have the benefit of, or share in, any payment from or composition with, any other Company or any other person liable or any other Collateral Instrument now or hereafter held by any of the Senior Creditors for any Secured Obligations or for the obligations or liabilities of any other person liable but so that, if so directed by the Security Trustee, it will prove for the whole or any part of its claim in the liquidation of any other Company or any other person liable on terms that the benefit of such proof and of all money received by it in respect thereof shall be held on trust for the Senior Creditors and applied in or towards discharge of the Secured Obligations in such manner as the Security Trustee shall deem appropriate.

Please complete
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Clause 2.13 of the Cross Guarantee and Debenture provides that if, contrary to clauses 2.4 or 2.11 of the Cross Guarantee and Debenture, any Company takes or receives the benefit of any security or receives or recovers any money or other property, such security, money or other property shall be held on trust for the Security Trustee and shall be delivered to the Security Trustee on demand.

Clause 2.14 of the Cross Guarantee and Debenture provides that any release, discharge or settlement between the Borrowers (as defined below) and the Security Trustee shall be conditional upon no security, disposition or payment to the Security Trustee by the Borrowers or any other person being void, set aside or ordered to be refunded pursuant to any enactment or law relating to liquidation, administration or insolvency or for any other reason whatsoever and if such condition shall not be fulfilled the Security Trustee shall be entitled to enforce the Cross Guarantee and Debenture subsequently as if such release, discharge or settlement had not occurred and any such payment had not been made.

Clause 6.2 of the Cross Guarantee and Debenture provides that if any Company at any time defaults in complying with any of its obligations contained in the Cross Guarantee and Debenture, the Security Trustee shall, without prejudice to any other rights arising as a consequence of such default, be entitled (but not bound) to make good such default and such Company irrevocably authorises the Security Trustee and its employees and agents by way of security to do all such things (including, without limitation, entering such Company's property) necessary or desirable in connection therewith. Any moneys so expended by the Security Trustee shall be repayable by such Company to the Security Trustee on demand together with interest at the Default Rate from the date of payment by the Security Trustee until such repayment, both before and after judgment. No exercise by the Security Trustee of its powers under clause 6.2 of the Cross Guarantee and Debenture shall make it or any of the Banks (as defined below) liable to account as a mortgagee in possession.

(See Continuation Sheet No. 4, Page 2)

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

Please complete
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- (c) not merge with or be in any way prejudiced or affected by the existence of any such Collateral Instrument, Encumbrance, rights or remedies or by the same becoming wholly or in part void, voidable or unenforceable on any ground whatsoever or by the Senior Creditors or any of them dealing with, exchanging, varying or failing to perfect or enforce any of the same or giving time for payment or indulgence or compounding with any other person liable.

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Clause 3.4 of the Cross Guarantee and Debenture provides that if the Borrowers or any of the other Companies creates or attempts to create any Encumbrance over all or any of the Floating Charge Assets (as defined below) without the prior consent in writing of the Security Trustee or if any person levies or attempts to levy any distress, execution, sequestration or other process or does or attempts to do any diligence in execution against any of the Floating Charge Assets, the floating charge created by clause 3.2 of the Cross Guarantee and Debenture over the property or asset concerned shall thereupon automatically without notice be converted into a fixed charge.

Clause 3.5 of the Cross Guarantee and Debenture provides that the Security Trustee shall be entitled at any time on or after the Enforcement Date by giving notice in writing to that effect to each Company to convert the floating charge over all or any part of the Floating Charge Assets into a fixed charge as regards the assets specified in such notice.

Clause 3.6 of the Cross Guarantee and Debenture provides that, without prejudice to clause 3.5 of the Cross Guarantee and Debenture, the Security Trustee shall be entitled at any time by giving notice in writing to that effect to a Company to convert the floating charge over all or any part of the Floating Charge Assets into a fixed charge as regards the assets specified in such notice.

Clause 5.1 of the Cross Guarantee and Debenture contains an agreement by each Company that any claim by it to the repayment of all or part of the Balances (as defined below) during the Security Period is and shall be subject to and conditional upon the Secured Obligations not being then outstanding and being paid and discharged in full and, accordingly, during the Security Period neither a Company nor any person claiming under, through or on behalf of such Company may request, demand or require payment or repayment of, and the Security Trustee and/or the Lender (as defined below) (as the case may be) shall be under no obligation whatsoever to pay or repay, all or any part of the Balances to the Company or any such other person or to release all or any part of the Balances from the security created by the Cross Guarantee and Debenture.

Clause 5.2 of the Cross Guarantee and Debenture contains an agreement by each Company that the Security Trustee may, at any time on or after the Enforcement Date, without notice on the making of a demand and notwithstanding any settlement of account or other matter whatsoever, combine or consolidate all or any of such Company's then existing accounts with the Security Trustee (whatever the capacity in which the Security Trustee holds such accounts) or the Lender wheresoever situate (including the Accounts (as defined below) and any account in the joint names of the Security Trustee or, as the case may be, the Lender and any Company), whether current, deposit, loan or of any other nature whatsoever, whether subject to notice or not and whether in sterling or in any other currency, and may set off or transfer all or such part of the Balances as may be requisite and any sum standing to the credit of any one or more of any such accounts in or towards satisfaction of the Secured Obligations and all monies in the hands of, or available to, the

(See Continuation Sheet No. 4, Page 4)

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Particulars of a mortgage or charge (continued)

Continuation sheet No 4
to Form No 395 and 410 (Scot)

CHA 116

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Company Number

2984571

Name of Company

MAYTON WOOD ENERGY LIMITED

Limited*

* delete if
inappropriate

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

By clause 11.1 of the Cross Guarantee and Debenture each Company hereby undertakes to the Security Trustee to pay on demand all costs, charges and expenses incurred by the Security Trustee or any of the other Senior Creditors or by any Receiver (as defined below) in or about the enforcement, preservation or attempted preservation of any of the security created by or pursuant to the Cross Guarantee and Debenture or any of the Charged Assets on a full indemnity basis, together with interest at a default rate from the date on which such costs, charges or expenses are so incurred until the date of payment by such Company (both before and after judgment).

Clause 11.3 of the Cross Guarantee and Debenture provides that each Company agrees to indemnify each of the Senior Creditors and any Receiver, attorney, agent or other person appointed by the Security Trustee under the Cross Guarantee and Debenture and the Security Trustee's officers and employees (each an "Indemnified Party") out of the Charged Assets in respect of all costs, losses, actions, claims, expenses, demands or liabilities whether in contract, tort, delict or otherwise and whether arising at common law, in equity or by statute which may be incurred by, or made against, any of them (or by or against any manager, agent, officer or employee for whose liability, act or omission any of them may be answerable) at any time relating to or arising directly or indirectly out of or as a consequence of:

- (a) anything done or omitted in the exercise or purported exercise of the powers contained in the Cross Guarantee and Debenture; or
- (b) any breach by a Company of any of its obligations under the Cross Guarantee and Debenture.

The relevant Company shall pay interest on the sum demanded at a default rate.

Definitions

In this form and its Continuation Sheets, except to the extent that the context requires otherwise:

"Administration Agreement" means:

- (i) the agreement dated 27th November 1991 made between Base Load Systems Limited ("BLS") (1) and Broom (2) for the provision by BLS to Broom of accounting and administrative services;
- (ii) the agreement dated 11th May 1994 made between Combined Landfill Projects Limited ("CLP") (1) and Rowley (2) for the provision by CLP to Rowley of accounting and administrative services; and
- (iii) means the agreement dated 15th June 1995, between CLP and CLPP for the provision by CLP to each of CLPP, Blackborough End, Mountsorrel and Mayton Wood of accounting and administrative services;

"Agent" means Hambros Bank Limited of 41 Tower Hill, London EC3N 4HA or such other person as may be appointed agent for the Banks pursuant to clause 18.11 of the CLPP Facility Agreement;

"Banks" means the Term Loan Banks and the Working Capital Bank and includes their successors, transferees and assignees, whether immediate or derivative;

"Blackborough End" means Blackborough End Energy Limited of Meadows House, 20-22 Queen Street, Mayfair, London W1X 7PJ;

(See Continuation Sheet No. 5, Page 2)

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

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Security Trustee or, as the case may be, the Lender as a result thereof shall be applied in or towards satisfaction of the Secured Obligations or otherwise as the Security Trustee may be directed pursuant to the terms of the Deed of Subordination. Where such combination, set-off or transfer requires the conversion of one currency into another such conversion shall be calculated at the then prevailing spot rate of exchange of the Security Trustee (as conclusively determined by the Security Trustee) for purchasing the currency for which such Company is liable in respect of any of the Secured Obligations with the currency in which the relevant Balance, or the sum standing to the credit of any other such account, is denominated.

Clause 6.1 of the Cross Guarantee and Debenture contains an undertaking by each Company to the Security Trustee that, during the Security Period, it shall, so far as it is able, and, to the extent it is not so able, procure that such other Companies that are able, shall, inter alia:

- (a) not permit any Encumbrance by any Company to subsist, arise or be created or extended over all or any part of its present or future undertaking, assets, rights or revenues to secure or prefer any present or future Indebtedness (as defined below) of such Company or any other person;
- (b) not sell, transfer, lend or otherwise dispose of or cease to exercise direct control over any part (being either alone or when aggregated with all other disposals falling to be taken into account pursuant to clause 6.1(b) of the Cross Guarantee and Debenture (as described in this paragraph)) material in the reasonable opinion of the Security Trustee in relation to the undertaking, assets, rights and revenues of such Company of its present or future undertaking, assets, rights or revenues whether by one or a series of transactions related or not, other than:
 - (i) as expressly required by any Relevant Document;
 - (ii) those assets, rights or revenues no longer required in connection with any of the Projects because of replacement, obsolescence or otherwise for full cash consideration payable on completion of such sale and negotiated on an arm's length basis and if the cash proceeds arising from such disposal (after deducting Tax (as defined below) and expenses and the costs of replacement of any such assets, rights or revenues) are applied in prepayment of the Term Loan on the next Repayment Date (as defined below); or
 - (iii) cash required to be applied in the ordinary course of such Company's business;
- (c) without prejudice to the generality of clause 6.1(b) of the Cross Guarantee and Debenture, as described above at paragraph (b) not without the prior consent in writing of the Security Trustee grant any lease, part with possession or share occupation of the whole or any part of any of the Properties or confer any licence, right or interest to occupy or grant any licence or permission to assign, underlet or part with possession of the same or any part thereof or permit any person:
 - (i) to be registered (jointly with such Company or otherwise) as proprietor under the Land Registration Acts of any of the Properties nor create or permit to arise any overriding interest affecting the same within the definition in those Acts; or

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Particulars of a mortgage or charge (continued)

Continuation sheet No 5
to Form No 395 and 410 (Scot)

CHA 116

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Company Number

2984571

Name of Company

MAYTON WOOD ENERGY LIMITED

Limited*

* delete if
inappropriate

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

"**Borrowers**" means CLPP, Broom and Rowley, and unless the context otherwise requires "**Borrower**" means each of them;

"**Broom**" means Broom Energy Limited of Meadows House, 20-22 Queen Street, Mayfair, London W1X 7PJ;

"**Broom Debenture**" means the debenture dated 27th October 1991 given by Broom to Hambros Bank Limited;

"**CLP**" means Combined Landfill Projects Limited of Meadows House, 20-22 Queen Street, Mayfair, London W1X 7PJ;

"**CLPP**" means CLP Projects Limited of Meadows House, 20-22 Queen Street, Mayfair, London W1X 7PJ;

"**Collateral Instruments**" means negotiable and non-negotiable instruments, guarantees, indemnities and other assurances against financial loss and any other documents or instruments which contain or evidence an obligation (with or without security) to pay, discharge or be responsible directly or indirectly for, any liabilities of any person and includes any document or instrument creating or evidencing an Encumbrance;

"**Company**" means CLPP, each of Mayton Wood, Blackborough End, Mountsorrel, Broom and Rowley and each other Subsidiary (if any) of CLPP which becomes a party to the Cross Guarantee and Debenture pursuant to a Supplemental Deed and, where the context requires "**Companies**" means all of them;

"**Connection Agreements**" means:

- (1) collectively the grid connection agreements (to include the terms and conditions in respect of the installation of the connection arrangements) made, or to be made, in the approved form, between:
 - (a) Blackborough End and Eastern relating to the connection between the Blackborough End Project and the Eastern distribution system; and
 - (b) Mountsorrel and East Midlands relating to the connection between the Mountsorrel Project and the East Midlands distribution system; and
 - (c) Mayton Wood and Eastern relating to the connection between the Mayton Wood Project and the Eastern distribution system; and
- (2)
 - (a) the agreement between Yorkshire Electricity Group plc ("YEG") and Broom (2) for the maintenance and operation of the connection between the Broom power station and the YEG distribution system; and
 - (b)
 - (i) the agreement between NORWEB plc of Talbot Road, Manchester M16 0HQ ("**NORWEB**") and Rowley evidenced by a letter dated 4th January 1993 from NORWEB to O'Brien Energy Europe Ltd and accepted by CLP on 25th January 1993 containing certain conditions agreed between NORWEB and CLP and including the guidance notes referred to therein; and
 - (ii) a technical and operating agreement dated 29th July 1993 and made between CLP (1) and NORWEB (2); and

(See Continuation Sheet No. 6, Page 2)

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

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- (ii) to become entitled to any right, easement, covenant, interest or other title encumbrance which might adversely affect the value or marketability of any of the Properties;
- (iii) vary, surrender, cancel or dispose of, or permit to be forfeit, any interest of the such Company in any of the Properties.

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Clause 7.1 of the Cross Guarantee and Debenture contains a covenant by each Company that each Company shall if and when at any time required by the Security Trustee execute such further Encumbrances and assurances in favour of the Security Trustee as trustee for the Senior Creditors and do all such acts and things, as the Security Trustee shall from time to time require over or in relation to all or any of the Charged Assets to secure the Secured Obligations or to perfect or protect the security intended to be created by the Cross Guarantee and Debenture over the Charged Assets or any part thereof or to facilitate the realisation of the same. Such further Encumbrances, assurances, and all transfers, deeds, instruments, notices or other documents shall be prepared by or on behalf of the Security Trustee at the expense of each of the Borrowers and shall, if relevant contain an immediate power of sale without notice exercisable after the Enforcement Date, a clause excluding section 93 and the restrictions contained in section 103 Law of Property Act 1925 and such other clauses for the benefit of the Security Trustee as trustee for the Senior Creditors as the Security Trustee may require.

Clause 13.8 of the Cross Guarantee and Debenture provides that the Cross Guarantee and Debenture shall remain binding on each Company notwithstanding any change in the constitution of the Security Trustee or any Bank or its absorption in, or amalgamation with, or the acquisition of all or part of its undertaking by, any other person, or any reconstruction or reorganisation of any kind. The security granted by the Cross Guarantee and Debenture shall remain valid and effective in all respects in favour of the Security Trustee for itself and as agent and trustee for the Banks and any assignee, transferee or other successor in title of a Bank permitted under the terms of the relevant Facility Agreement in the same manner as if such assignee, transferee or other successor in title had been named in the Cross Guarantee and Debenture or the relevant Facility Agreement as a party instead of, or in addition to, that Bank.

Clause 13.12 of the Cross Guarantee and Debenture provides that, subject to clause 2.14 of the Cross Guarantee and Debenture, after the end of the Security Period, the Security Trustee shall at the request and cost of the Borrowers and the Companies release the security created by the Cross Guarantee and Debenture and shall thereupon forthwith give notice of reassignment of the Assigned Documents and the Assigned Proceeds and pay the Balance if any to the Borrowers.

Definitions

In this form and its Continuation Sheets, except to the extent that the context requires otherwise:

"Account" means any one of the following accounts:

- (i) the "CLPP Project Account";
- (ii) the "Broom Project Account";
- (iii) the "Rowley Project Account";
- (iv) the "CLPP Debt Service Reserve Account";
- (v) the "Broom Debt Service Reserve Account";

(See Continuation Sheet No. 6, Page 4)

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Particulars of a mortgage or charge (continued)

Continuation sheet No 6
to Form No 395 and 410 (Scot)

CHA 116

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Company Number

2984571

Name of Company

MAYTON WOOD ENERGY LIMITED

Limited*

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

(iii) the contract for connection dated 26th July 1993 made between NORWEB (1) and CLP (2) for maintenance and operation of the connection between a 1,920 kw landfill gas fired power station at Queen's Park Road, Burnley, Lancashire and the NORWEB distribution system,

(and all of the agreements in (b)(i), (ii) and (iii) above as have been novated such that Rowley becomes a party thereto in place of CLP);

and where the context requires "**Connection Agreement**" means any one of them;

"**Deed of Subordination**" means the deed of subordination dated 23rd November 1995 and entered into between: (i) CLPP; (ii) CLP; (iii) the Original Subsidiaries (such expression to include Mayton Wood); (iv) the Banks; (v) the Agent; and (vi) the Security Trustee;

"**Direct Agreement**" means: each agreement, in the approved form, in relation to a Project Document (other than Hedging Instruments, and the Engineer's Appointment) between:

- (i) (in respect of the Broom Facility Agreement), the Lender, Broom and the other party or parties to the relevant Project Document;
- (ii) (in respect of the Rowley Facility Agreement), the Lender, Rowley and the other party or parties to the relevant Project Document; and
- (iii) (in respect of the CLPP Facility Agreement), the Security Trustee, CLPP or any of the Original Subsidiaries (such expression to include Mayton Wood) and the other party or parties to the relevant Project Documents;

"**Eastern**" means Eastern Group PLC of Wherstead Park, PO Box 40, Wherstead, Ipswich IP9 2AQ;

"**East Midlands**" means East Midlands Electricity PLC of 398 Coppice Road, Arnold, Nottingham NG5 7HX;

"**Encumbrance**" 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;

"**Enforcement Date**" means the date on which the Agent declares that the rights of the Security Trustee have become enforceable in accordance with clause 14.2 of the CLPP Facility Agreement and/or the date on which the Lender declares that its rights have become enforceable in accordance with Clause 14.2 of the Broom Facility Agreement and the Rowley Facility Agreement, (as the case may be).

"**Engineer**" means Mr John R. Holmes of 6, Hill House, Welcomb Road, Stratford upon Avon, Warwickshire CV37 6UJ in his capacity as engineer in relation to the relevant Project;

"**Engineer's Appointment**" means:

- (i) the appointment of the Engineer by Rowley set out in a letter dated 25th January 1994; and
- (ii) the appointment of the Engineer by CLPP set out in a letter dated 14th June 1995;

(See Continuation Sheet No. 7, Page 2)

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

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- (vi) the "Rowley Debt Service Reserve Account"; and
- (vii) any other account designated as an account by the Security Trustee or the Lender (as the case may be) and any of the Borrowers,

and, where the context requires, "Accounts" means all of them;

"Assigned Documents" means:

- (i) each Project Document (other than any documents to which each of the Borrowers and the Security Trustee and/or the Agent are the only parties); and
- (ii) each insurance policy and all other documents in connection with each such policy required to be effected by clause 13.1 of the relevant Facility Agreement,

and, where the context requires, "Assigned Document" means any one of them;

"Assigned Documents Proceeds" means:

- (i) all monies of whatsoever kind payable under the Assigned Documents to, or for the account, of each Company;
- (ii) all amounts in respect of liquidated or other damages payable to each Company under the Assigned Documents and all claims for damages made by any of the Companies arising out of any breach of any Assigned Document; and
- (iii) all monies which may at any time become payable to, or for the account of, any of the Companies pursuant to any policy of insurance which in any way relates to any Assigned Document (other than the insurance policies required by clause 13.1 of the relevant Facility Agreement);

"Balances" means:

- (i) in relation to a particular Account, all monies from time to time standing to the credit of that Account; or
- (ii) as the context may require, the aggregate of all monies from time to time standing to the credit of the Accounts;

"Default Rate" means the rate of interest determined in accordance with clause 5.6 of the relevant Facility Agreement;

"disposal" includes any sale, lease, sub-lease, assignment or transfer, the grant of an option or similar right, the grant of any easement, right or privilege, the creation of a trust or other equitable interest in favour of a third party, a sharing or parting with possession or occupation whether by way of licence or otherwise and the granting of access to any other person over any intellectual property, and "dispose" and "disposition" shall be construed accordingly;

"Floating Charge Assets" means, in relation to a Company, the assets of such Company from time to time expressed to be charged by the Cross Guarantee and Debenture by way of floating charge;

"Indebtedness" means any obligation for the payment or repayment of money, whether as principal or surety and whether present or future, actual or contingent;

"Repayment Dates" means: the dates specified in schedule 2 to each of the Broom Facility Agreement and the Rowley Facility Agreement, and the dates specified in schedule 4 of the CLPP Facility Agreement;

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Particulars of a mortgage or charge (continued)

Continuation sheet No 7
to Form No 395 and 410 (Scot)

CHA 116

Please complete
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Company Number

2984571

Name of Company

MAYTON WOOD ENERGY LIMITED

Limited*

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inappropriate

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

--

"Facility Agreement" means any one of the following facility agreements:

- (i) the facility agreement of even date herewith made between CLPP (1), the Term Loan Banks (2) the Working Capital Bank (3) the Agent (4) and the Security Trustee (5), pursuant to which the Banks have agreed to make available to CLPP a project finance facility for the purpose of funding of 3 power stations for Blackborough End, Mayton Wood and Mountsorrel, all of which are fuelled by landfill gas (the **"CLPP Facility Agreement"**);
- (ii) the facility agreement dated 27th October 1992 between Broom (1), and the Lender (2) pursuant to which Lender agreed to make available to Broom a project finance facility for the construction and development of a power station fuelled by landfilled gas at Middleton Broom, West Yorkshire, as amended by a supplemental agreement of even date herewith (the **"Broom Facility Agreement"**); and
- (iii) the facility agreement dated 11th May 1994 between Rowley (1) and the Lender (2) pursuant to which the Lender agreed to make available to Rowley a project finance facility for the funding of a power station fuelled by landfill gas at Rowley, Burnley Lancashire as amended by a supplemental agreement of even date herewith (the **"Rowley Facility Agreement"**),

and, where the context requires, **"Facility Agreements"** means all of them;

"Financing Document" means the Facility Agreements, and the Security Documents;

"Gas Extraction Installation Agreement" means any one or all of the following:

- (a) the agreement dated 21st April, 1993 made between Rowley (1) and Biffa Waste Services Limited (2) for the installation of a gas collection system on the Rowley landfill site.
- (b) the agreement to be entered into, in the approved form, between Blackborough End (1) and CLP (2);
- (c) the agreement dated 2nd October 1995 made between Mayton Wood (1) and CLP (2); and
- (d) the agreement dated 31st October 1995 to be entered into, in the approved form, between Mountsorrel (1) and CLP (2).

"Guarantee" means, in relation to a Company, the obligations of that Company pursuant to clause 2.1(b) of the Cross Guarantee and Debenture and includes the obligations of the Company arising by virtue of clauses 2.2, 2.6 and 2.7 of the Cross Guarantee and Debenture;

"Hedging Instrument" means each agreement made or to be made, in the approved form, between Rowley (1) and Hambros Bank Limited (2), and/or between CLPP (1) and a Bank (2):

- (i) 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 amount multiplied by a different specified rate of interest for the same or different periods; or

(See Continuation Sheet No. 8, Page 2)

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

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"Security Period" means the period from the date of the relevant Facility Agreement until the date on which all Secured Obligations are discharged in full;

"Taxes" includes all present and future taxes, levies, imposts, duties, fees or charges of whatever nature together with interest thereon and penalties in respect thereof and **"Tax"** and **"Taxation"** shall be construed accordingly; and

"Term Loan" means the aggregate principal amount owing to the Term Loan Banks under the relevant Facility Agreement at any relevant time.

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**Particulars of a mortgage or charge
(continued)**

Continuation sheet No 8
to Form No 395 and 410 (Scot)

CHA 116

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Company Number

2984571

Name of Company

MAYTON WOOD ENERGY LIMITED

Limited*

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

- (ii) in relation to the hedging of floating rate interest rate exposure including, without limitation, a cap, floor, collar or option or any combination thereof;

"Incapacity", in relation to a person, means the insolvency, liquidation, dissolution, winding-up, administration, receivership, amalgamation, reconstruction or other incapacity of that person whatsoever (and, in the case of a partnership, includes the termination or change in the composition of the partnership);

"Landfill Gas Agreements" means the following agreements:

- (i) the agreement dated 17th September 1992 made between Lancashire County Council ("LCC") (1) and O'Brien Energy Europe Limited ("O'Brien") (2) novated on 20th January 1993 pursuant to a deed dated 20th January 1993 such that CLP became a party thereto in place of O'Brien and also amended such that the rights and obligations of LCC became those of Lancashire Waste Services Ltd ("LWS") and novated by a deed dated 11th May, 1994 whereby Rowley became a party thereto in place of CLP;
- (ii) the agreement dated 27th June 1991 made between Broom (1) and the council of the City of Wakefield on its own behalf and on behalf of those Councils constituting the West Yorkshire Waste Management Joint Committee;
- (iii) the agreement to be entered into, in the approved form, between Redland Aggregates Limited (1), Mountsorrel (2) and Hambro Group Investments Limited;
- (iv) the agreement to be entered into, in the approved form, between Anti Waste Limited (1), Norfolk Environmental Waste Services Limited ("NEWS") (2), Norfolk County Council ("NCC") (3) and Blackborough End (4) and CLP (5); and
- (v) the agreement dated 17th March 1995 made between NCC (1), NEWS (2) and CLP (3) (as novated by an agreement made in the approved form between CLP, NEWS, NCC and Mayton Wood),

and where the context requires **"Landfill Gas Agreement"** means any one of them;

"Lender" means Hambros Bank Limited in its capacity as a lender under each of the Broom Facility Agreement and the Rowley Facility Agreement;

"Mountsorrel" means Mountsorrel Energy Limited of Meadows House, 20-22 Queen Street, Mayfair, London W1X 7PJ;

"Operation Repair and Maintenance Agreements" means:

- (i) the agreement dated 27th November 1991 made between BLS (1) and Broom (2) for the operation of the Broom power station;
- (ii) the agreement dated 25th November 1993 made between BLS (1) and CLP (2) for the operation of the Rowley power station or such other agreement or arrangement approved by Hambros for the operation of such power station, novated by a document such that Rowley became a party thereto in place of CLP;
- (iii) the agreement to be entered into, in the approved form, between Power Plant Services Limited (1) and Blackborough End (2) for, inter alia, the operation of the Blackborough End power station;

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

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Particulars of a mortgage or charge (continued)

Continuation sheet No 9
to Form No 395 and 410 (Scot)

CHA 116

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Company Number

2984571

Name of Company

MAYTON WOOD ENERGY LIMITED

Limited*

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

(iv) the agreement dated 27th July 1995 between Power Plant Services Limited (1) and Mayton Wood (2) for, inter alia, the operation of the Mayton Wood power station;

(v) the agreement dated 15th June 1995 between Power Plant Services Limited (1) and Mountsorrel (2) for, inter alia, the operation of the Mountsorrel power station;

and, where the context requires "**Operations Repair and Maintenance Agreement**" means any one of them;

"**Power Purchase Agreements**" means:

(i) the agreement dated 6th November 1991 made between Broom (1), Non-Fossil Purchasing Agency Limited as agent for each of the PESs (as defined in the Broom Power Purchase Agreement (2) and YEG as Host PES (as defined in the Broom Power Purchase Agreement) (3);

(ii) the agreement dated 6th November 1991 made between O'Brien (1) Non-Fossil Purchasing Agency Limited as agent for each of the PESs (as defined in the Rowley Power Purchase Agreement) (2) and NORWEB as Host PES (as defined in the Rowley Power Purchase Agreement) (4), subject to an assignment dated and effective on 20th January 1993 such that O'Brien assigned the benefit of such agreement to CLP assigned the benefit of such agreement to Rowley;

(iii) the "Blackborough End Power Purchase Agreement" dated 22nd December, 1994 between CLP (1), Non-Fossil Purchasing Agency Limited, as agent for and on behalf of the Public Electricity Suppliers of England and Wales (2) and Eastern (3), in respect of the Blackborough End Power Station subject to an assignment dated 29th June 1995 and effective on 2nd August 1995, such that CLP assigned the benefit of such agreement to Blackborough End;

(iv) the "Mayton Wood Power Purchase Agreement" dated 22nd December, 1994 between CLP (1), Non-Fossil Purchasing Agency Limited, as agent for and on behalf of the Public Electricity Suppliers of England and Wales (2) and East Midlands (3), in respect of the Mayton Wood Power Station subject to an assignment dated 29th June 1995 and effective on 2nd August 1995, such that CLP assigned the benefit of such agreement to Mayton Wood; and

(v) the "Mountsorrel Power Purchase Agreement" dated 22nd December 1994 between Redland Aggregates Limited (1), Non-Fossil Purchasing Agency Limited, as agent for and on behalf of the Public Electricity Suppliers of England and Wales (2) and East Midlands (3), in respect of the Mountsorrel Power Station subject to an assignment to be entered into, such that Redland Aggregates Limited intend to assign the benefit of such agreement to Mountsorrel;

and where the context requires "**Power Purchase Agreement**" means any one of them;

"**Projects**" means the design, construction, commissioning and performance testing and the operation and maintenance of each of the power stations and all related ancillary works (whether on or off the respective landfills):

(i) "Blackborough End Project" shall relate to the Blackborough End power station;

(See Continuation Sheet No. 10, Page 2)

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

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Particulars of a mortgage or charge (continued)

Continuation sheet No 10
to Form No 395 and 410 (Scot)

CHA 116

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2984571

Name of Company

MAYTON WOOD ENERGY LIMITED

Limited*

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inappropriate

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

- (ii) "Mountsorrel Project" shall relate to the Mountsorrel power station; and
- (iii) "Mayton Wood Project" shall relate to the Mayton Wood power station;
- (iv) "Broom Project" shall relate to the Broom power station; and
- (v) "Rowley Project" shall relate to the Rowley power station;

"Project Documents" means:

- (i) the Landfill Gas Agreements;
- (ii) the Supply Agreements;
- (iii) the Power Purchase Agreements;
- (iv) the Connection Agreements;
- (v) the Administration Agreements;
- (vi) the Operations Repair and Maintenance Agreements;
- (vii) the Engineer's Appointments;
- (viii) the Gas Extraction Installation Agreements;
- (ix) the project sale agreement between Rowley and CLP dated 11th May 1994, whereby CLP assigned the benefit of the project documents to Rowley;
- (x) the sale and purchase agreement dated 31st December 1992 made between O'Brien (1) CLP (2) and O'Brien Environmental Inc. (3);
- (xi) the lease dated 22nd November 1991 made between LCC (1) and Broom (2) in respect of land at Middleton Grove, Beeston, Leeds, West Yorkshire;
- (xii) the underlease dated 22nd November 1991 made between Broom (1), YEG (2) and LCC (3) as amended by a deed of variation between such parties dated 27th October 1992;
- (xiii) each Hedging Instrument; and
- (xiv) such other agreements, in the approved form, as may be entered into from time to time by any of the Companies in relation to any of the Projects,

and where the context requires **"Project Document"** means any one of them;

"Receiver" means any one or more receivers and/or managers or administrative receivers appointed by the Security Trustee pursuant to the Cross Guarantee and Debenture in respect of all or any of the Companies or over all or any of the Charged Assets;

"Relevant Documents" means the Financing Documents and the Project Documents, and **"Relevant Document"** means any one of them;

"Rowley" means Rowley Energy Limited of Meadows House, 20-22 Queen Street, Mayfair, London W1X 7PJ (No. 2763442);

"Rowley Debenture" means the debenture dated 11th May 1994 given by Rowley to Hambros Bank Limited;

"Security Documents" means:

- (i) the Cross Guarantee and Debenture;
- (ii) the Broom Debenture;
- (iii) the Rowley Debenture;
- (iv) the Share Charges;
- (v) each Direct Agreement; and
- (vi) the Deed of Subordination,

and where the context requires, **"Security Document"** means any one of them;

(See Continuation Sheet No. 11, Page 2)

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

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Particulars of a mortgage or charge (continued)

Continuation sheet No 11
to Form No 395 and 410 (Scot)

CHA 116

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Company Number

2984571

Name of Company

MAYTON WOOD ENERGY LIMITED

Limited*

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

"Senior Creditors" means:

- (i) the Agent in its capacity as such under the CLPP Facility Agreement;
- (ii) each Bank in its capacity as a lender under the CLPP Facility Agreement;
- (iii) the Security Trustee;
- (iv) the Lender, in its capacity as such under the Broom Facility Agreement and the Rowley Facility Agreement; and
- (v) each Bank in its capacity as a party to the Hedging Instrument under the relevant Facility Agreement,

and, where the context requires **"Senior Creditor"** means any one of them;

"Share Charges" means:

- (i) the deed of charge over the shares of CLPP entered into between CLP (1) and the Security Trustee (2); and
- (ii) the deed of charge over the shares of the Original Subsidiaries (such expression to include Mayton Wood) entered into between CLPP (1) and the Security Trustee (2),

and **"Share Charge"** means either one of them;

"Subsidiary" shall have the meaning given to it by section 736 Companies Act 1985; and

"Supplemental Deed" means a deed supplemental to the Cross Guarantee and Debenture executed by a Subsidiary of CLPP in form and substance satisfactory to the Security Trustee by virtue of which that Subsidiary becomes bound by the Cross Guarantee and Debenture in the capacity of a Company.

"Supply Agreements" means:

- (i) the agreement dated 27th November 1991 made between Broom (1) and BLS (2) as amended, for the design, manufacture, construction, erection and commissioning of the Broom power station;
- (ii) the agreement dated 31st December 1992 made between CLP (1) and BLS (2), as novated such that Rowley became a party thereto in place of CLP, for the design, manufacture, construction, erection and commissioning of the Rowley power station;
- (iii) the agreement to be made, in the approved form, between Blackborough End (1) and Power Plant Services Limited (2);
- (iv) the agreement dated 27th July, 1995 made between Mayton Wood (1) and Power Plant Services Limited (2); and
- (v) the agreement dated 15th June, 1995 made between Mountsorrel (1) and Power Plant Services Limited (2);

and where the context requires **"Supply Agreement"** means any one of them;

"Term Loan Bank" means:

- (i) Hambros Bank Limited, in respect of each of the Broom Facility Agreement and the Rowley Facility Agreement;
- (ii) Hambros Bank Limited and Bayerische Vereinsbank A.G. in respect of the CLPP Facility Agreement; and

"Working Capital Bank" means: Hambros Bank Limited.

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

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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. 02984571

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A CROSS GUARANTEE AND DEBENTURE DATED THE 23rd NOVEMBER 1995 AND CREATED BY MAYTON WOOD ENERGY LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY AND/OR ALL OR ANY OF THE OTHER COMPANIES AS DEFINED THEREIN TO HAMBROS BANK LIMITED AS SECURITY TRUSTEE FOR THE SENIOR CREDITORS AS DEFINED THEREIN UNDER ANY FINANCE DOCUMENT OR HEDGING INSTRUMENT AS DEFINED IN THE CROSS GUARANTEE AND DEBENTURE WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 13th DECEMBER 1995.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 15th DECEMBER 1995.

A. P. GODDARD

for the Registrar of Companies

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C O M P A N I E S H O U S E

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