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CHFP025

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legibly, preferably
in black type, or
bold block lettering

*insert full name
of Company

COMPANIES FORM No. 395

Centrs/ 620/053759

Particulars of a mortgage or charge

395

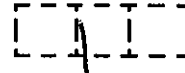
A fee of £10 is payable to Companies House in respect
of each register entry for a mortgage or charge.

Pursuant to section 395 of the Companies Act 1985

To the Registrar of Companies
(Address overleaf - Note 6)

For official use

Company number



3432100

Name of company

* NPower Northern Limited (the "Chargor")

Date of creation of the charge

21st September 2001

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

Floating charge No 2 made between the Chargor (as defined above) and the
Chargee (as defined below) dated 21st September 2001 (the "Charge")

Amount secured by the mortgage or charge

See continuation sheet 1

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

Northern Electric PLC, Carol House, Market Street, Newcastle Upon Tyne
(the "Chargee")

Postcode NE1 6NE

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

Herbert Smith
Exchange House
Primrose Street
London
EC2A 2HS

For official Use
Mortgage Section

Post room



A34
COMPANIES HOUSE

0813
08/10/01

Time critical reference
2324 - 2462 - 30817166

Short particulars of all the property mortgaged or charged

See continuation sheets 2-3

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legibly, preferably
in black type, or
bold block
lettering

Particulars as to commission allowance or discount (note 3)

N/A

Signed

Herbert Smith

Date 2nd October 2001

On behalf of ~~company~~ ~~mortgagee~~ (chargee) †

A fee of £10 is
payable to
Companies House
in respect of each
register entry for a
mortgage or
charge.
(See Note 5)

† delete as
appropriate

Notes

- 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.
- 5 Cheques and Postal Orders are to be made payable to **Companies House**.
- 6 The address of the Registrar of Companies is:-

Companies House, Crown Way, Cardiff CF14 3UZ

NPOWER NORTHERN LIMITED

Company No: 3432100

The "Secured Liabilities" which means all monies, obligations and liabilities due, owing or incurred by the Chargor to the Chargee pursuant to the Agency Agreement or the Charge or in respect of the Assumed Liabilities under Electricity Purchase Contracts, including:

- (A) all costs and expenses and all losses and liabilities relating to any Electricity Purchase Contract (including the TPL Power Purchase Agreement);
- (B) all costs and expenses and any losses and liabilities incurred by the Chargee in supplying electricity to any customer of the Tariff Supply Business:
 - (i) where the Chargee is required to do so following termination of the Agency Agreement; or
 - (ii) where the Chargee is required to do so by reason of the failure of the Chargor to supply such electricity; or
 - (iii) where the Chargee elects to do so following (i) an Insolvency Event or (ii) if earlier, the conversion of the floating charge created by the Charge into a fixed charge;
- (C) any other Business Costs; and
- (D) any VAT relating to the Supply Business.

SHORT PARTICULARS OF ALL THE PROPERTY MORTGAGED OR CHARGED

NPOWER NORTHERN LIMITED

Company No: 3432100

The Chargor charges to the Chargee by way of first floating charge with full title guarantee and as a continuing security for the payment and discharge of the Secured Liabilities all of its rights to and title and interest from time to time in the Account Proceeds and the Receivables.

Negative Pledge

1. The Chargor shall not, without the prior consent in writing of the Chargee, create or attempt to create or permit to subsist or arise any Security on, over or affecting the Charged Assets or any part of them; and
2. the Chargor shall procure that any Security created by the Chargor on over or affecting the Charged Assets or any part of them after the date of the Charge (otherwise than in favour of the Chargee) shall be expressed to be subject to the Charge.

**SHORT PARTICULARS OF ALL THE PROPERTY MORTGAGED OR CHARGED
(Continued)**

NPOWER NORTHERN LIMITED

Company No: 3432100

Definitions

In this Form 395:

"Account Banks" means each of the banks referred to in the definition of Tariff Supply Bank Accounts;

"Account Proceeds" all amounts (including interest) from time to time standing to the credit of the Tariff Supply Bank Accounts and the debts represented thereby and includes all renewals and extensions thereof and all interest thereon;

"Agency Agreement" means the agreement entitled "Agency Agreement (No. 2)" and made between (1) the Chargor and (2) the Chargee dated 31st July 2001;

"Assumed Liabilities" has the meaning given to that term in the Electricity Business Sale Agreement;

"Business Costs" has the meaning given to that term in the Agency Agreement;

"Charged Assets" means the property mortgaged, charged or assigned pursuant to Clause 3 of the Charge;

"Electricity Business Sale Agreement" means the agreement dated 6th August 2001 between (1) the Chargee and (2) the Chargor for the sale of the Chargee's Supply Business;

"Electricity Purchase Contracts" has the meaning given to that term in the Electricity Business Sale Agreement;

"Insolvency Event" has the meaning given in Clause 3.3.2 of the Charge;

"Receivables" means all or any of the Chargor's present and future right to receive and/or recover any monies in connection with the Tariff Supply Business;

"Secured Liabilities" means all monies, obligations and liabilities covenanted to be paid or discharged pursuant to Clause 2 of the Charge (*Covenants to Pay*);

"Security" means a mortgage, charge, pledge, lien, assignment or other security interest securing any obligation of any person or any other agreement or arrangement having a similar effect;

"Supply Business" has the meaning given to that term in the Electricity Business Sale Agreement;

"Tariff Supply Bank Accounts" means the following bank accounts established or to be established pursuant to Clause 6.5 of the Agency Agreement:

<u>Account Number</u>	<u>Account Bank</u>
00330922	Lloyds TSB Bank plc of 71 Lombard Street, London EC3P 3BS (sort code: 30-00-00) (" Lloyds London ")
00321133	Lloyds London
06392857	Lloyds London
00251348	Lloyds London
00013647	Lloyds TSB Bank plc of 102 Grey Street, Newcastle Upon Tyne, NE99 1SL (sort code: 30-93-71) (" Lloyds Newcastle ")
01893977	Lloyds Newcastle
6045413	Girobank plc, Bootle, Merseyside, GIR 0AA (sort code: 72-00-00) (" Girobank ")
6392857	Girobank
6046002	Girobank
6046150	Girobank

"TPL Power Purchaser Agreement" has the meaning given to that term in the Electricity Business Sale Agreement.

FILE COPY



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No. 03432100

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A FLOATING CHARGE NO 2 DATED THE 21st SEPTEMBER 2001 AND CREATED BY NPOWER NORTHERN LIMITED FOR SECURING ALL MONIES OBLIGATIONS AND LIABILITIES DUE OWING OR INCURRED BY THE COMPANY TO NORTHERN ELECTRIC PLC PURSUANT TO THE AGENCY AGREEMENTS OR THE CHARGE OR IN RESPECT OF THE ASSUMED LIABILITIES UNDER ELECTRICITY PURCHASE CONTRACTS (ALL TERMS AS DEFINED) WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 3rd OCTOBER 2001.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 8th OCTOBER 2001.



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES

[Handwritten signature]



Companies House

— for the record —