

MG02

Statement of satisfaction in full or in part of mortgage or charge



iris
LASERFORM

☒ **What this form is for**
You may use this form to register a
statement of satisfaction in full or in
part of a mortgage or charge

☒ **What this form is NOT for**
You cannot use this form
a statement of satisfaction
or in part of a fixed charge
company registered in Scotland
do this, please use form M

SATURDAY



AIE85J13

A04

10/04/2010

49

COMPANIES HOUSE

1

Company details

Company number 0 3 7 8 2 7 0 0

Company name in full Eggborough Power Limited (the "Chargor")

→ **Filling in this form**
Please complete in typescript or in
bold black capitals

All fields are mandatory unless
specified or indicated by *

2

Creation of charge

Date charge created 01 03 2007 20 05

Description ① Supplemental Deed to a Debenture dated 30 September 2004

① You should give a description of
the instrument (if any) creating or
evidencing the charge,
e.g. 'Legal charge'

② The date of registration may be
confirmed from the certificate

Date of registration ② 02 07 2007 20 05

3

Name and address of chargee(s), or trustee(s) for the debenture holders

Please give the name and address of the chargee(s), or trustee(s) for the
debenture holders

Name X Eggborough Trustee Limited

Address 77 Grosvenor Street, London

United Kingdom

Postcode W 1 U 3 J R

Name

Address

Postcode

Name

Address

Postcode

Continuation page
Please use a continuation page if
you need to enter more details

MG02

Statement of satisfaction in full or in part of mortgage or charge

4

Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Continuation page

Please use a continuation page if
you need to enter more details

Short particulars

Supplemental Deed dated 13 January 2005 relating to a debenture dated 30 September 2004 both between the Chargor and Barclays Bank plc (as the **Security Trustee**)

Note Following entry into the Resignation and Appointment Deed dated 31 July 2009 between Barclays Bank plc (as resigning Security Trustee), Eggborough Trustee Limited (as successor security trustee) and others, Eggborough Trustee Limited succeeded Barclays Bank plc as security trustee and as such is currently the holder of this charge

The amounts secured by this Charge are

(a) 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 Chargor to BET (as defined below) under the Capacity and Tolling Agreement (as defined below) together with all costs charges and expenses incurred in connection with the protection, preservation or enforcement of its rights under the Capacity and Tolling Agreement except for any obligation which, if it were so included, would result in the Deed constituting unlawful financial assistance under Sections 151 and 152 of the Companies Act 1985 (the **CTA Payment Liabilities**),

(b) all present and future obligations and liabilities (whether actual or contingent and whether owed jointly or severally or in any other capacity whatsoever) of either Obligor (as defined below) to any Finance Party (as defined below) under each Finance Document (as defined below) together with all costs, charges and expenses incurred by any Finance Party in connection with the protection, preservation or enforcement of its respective rights under the Finance Documents or any other document securing any such liability except for any obligation (including, without limitation, any obligation of EPHL (as defined below) under the Share Option Agreement (as defined below)) which, if it were so included, would result in the Deed constituting unlawful financial assistance under Sections 151 and 152 of the Companies Act 1985 (the **Senior Liabilities**), and

(c) all present and future obligations (whether actual or contingent and whether owed jointly or severally or in any other capacity whatsoever) of the Chargor to EPHL under the Second Intercompany Loan Agreement (as defined below) together with all costs charges and expenses incurred in connection with the protection, preservation or enforcement of its rights under the Second Intercompany Loan Agreement or any other document securing any such liability except for any obligation which, if it were so included, would result in the Deed constituting unlawful financial assistance under Sections 151 and 152 of the Companies Act 1985 (the **Subordinated Liabilities**), and, together with the CTA Payment Liabilities and the Senior Liabilities, the **Liabilities**)

For further details see continuation sheet

5

Satisfaction of the debt

I confirm that the debt for which the charge described above was given has been paid or satisfied ①

☒ In full☐ In part

① Please tick one box only

6

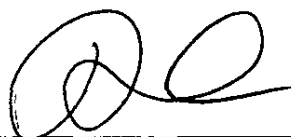
Signature

Please sign the form here

Signature

Signature

X



X

This form must be signed by a person with an interest in the registration of the charge

MG02

Statement of satisfaction in full or in part of mortgage or charge



Presenter information

You do not have to give any contact information, but if you do it will help Companies House if there is a query on the form. The contact information you give will be visible to searchers of the public record.

Contact name Claire Rogers

Company name Linklaters LLP

Address 1 Silk Street

Post town London

County/Region

Postcode E C 2 Y 8 H Q

Country

DX

Telephone 020 7456 3265



Checklist

We may return forms completed incorrectly or with information missing

Please make sure you have remembered the following

- ☐ The company name and number match the information held on the public Register
- ☐ You have completed the charge details in Section 2
- ☐ You have completed the name and address of the chargee, or trustee for the debenture holders
- ☐ You have completed the short particulars of the property mortgaged or charged
- ☐ You have confirmed whether the charge is to be satisfied in full or in part
- ☐ You have signed the form



Important information

Please note that all information on this form will appear on the public record.



Where to send

You may return this form to any Companies House address, however for expediency we advise you to return it to the appropriate address below.

For companies registered in England and Wales.
The Registrar of Companies, Companies House,
Crown Way, Cardiff, Wales, CF14 3UZ
DX 33050 Cardiff

For companies registered in Scotland
The Registrar of Companies, Companies House,
Fourth floor, Edinburgh Quay 2,
139 Fountainbridge, Edinburgh, Scotland, EH3 9FF
DX ED235 Edinburgh 1
or LP - 4 Edinburgh 2 (Legal Post)

For companies registered in Northern Ireland.
The Registrar of Companies, Companies House,
First Floor, Waterfront Plaza, 8 Laganbank Road,
Belfast, Northern Ireland, BT1 3BS
DX 481 N R Belfast 1



Further information

For further information, please see the guidance notes on the website at www.companieshouse.gov.uk or email enquiries@companieshouse.gov.uk

This form is available in an alternative format. Please visit the forms page on the website at www.companieshouse.gov.uk

Companies Form 395

Eggborough Power Limited (Company Number 03782700)

Short Particulars of all the property mortgaged or charged (Continuation Sheet No.1)

SECURITY

The Chargor, as security for the payment of all the Liabilities, charges in favour of the Security Trustee for the benefit of the Secured Parties (as defined below) by way of first legal mortgage the freehold land and buildings known as Eggborough Power Station, Eggborough, Goole, North Yorkshire, comprised in a transfer dated 20th February, 2000 made between (1) National Power Plc and (2) the Chargor (then known as Boron limited), the title to which is registered at HM Land Registry with Title Number NYK 248586 and NYK 267209

The following terms used in this Companies Form 395 have the meaning set out below

Accounts Agreement means the agreement dated 30 September 2004 between the Chargor and Barclays Bank PLC (acting as Account Bank and agent)

Account Bank means Barclays Bank PLC

Agent means Barclays Bank PLC

Amendment and Restatement Agreement means the agreement between the Chargor as borrower and British Energy Power and Energy Trading Limited and the Assignee and Barclays Capital and Barclays Bank PLC and certain financial institutions dated 30 September, 2004

Arranger means Barclays Capital.

Asset Option Agreement means the asset option agreement between the Chargor and the Security Trustee dated the date of the Amendment and Restatement Agreement under which the Chargor grants an option to the Security Trustee to acquire the Business and Station Assets (each as defined in that agreement)

Banks means those banks listed in Schedule 1 of the Credit Agreement and includes their successors or assigns

BET means British Energy Power and Energy Trading Limited

Capacity and Tolling Agreement means the capacity and tolling agreement dated on or about the date of the Amendment and Restatement Agreement between BET and the Chargor

Credit Agreement means the credit agreement originally dated 13th July, 2000, as amended and/or restated on 8th September, 2000, 24th October, 2000, 12th December, 2000, 5th February, 2001 and as amended and restated by the Amendment and Restatement Agreement

Debentures means the Existing Debenture and the Deed

EPHL means Eggborough Power (Holdings) Limited

EPHL Assignment means the assignment agreement dated 8th September, 2000 between EPHL and the Security Trustee

Companies Form 395

Eggborough Power Limited (Company Number 03782700)

Short particulars of all the property mortgaged or charged (Continuation Sheet No.2)

EPHL Security Document means the deed of assignment and mortgage dated on the date of the Amendment and Restatement between EPHL and the Security Trustee

Event of Default means an event specified as such in Clause 17.1 of the Credit Agreement.

Existing Debenture means the debenture dated 8th September, 2000 between the Chargor and the Security Trustee.

Fee Letter means each letter dated on or about the date of the Credit Agreement between certain Finance Parties and the Chargor setting out the amount of various fees

Finance Document means

- (a) the Credit Agreement,
- (b) the Amendment and Restatement Agreement;
- (c) a Security Document,
- (d) the Accounts Agreement,
- (e) the Intercreditor Agreement,
- (f) a Fee Letter,
- (g) an Option Agreement,

or any other document designated as such by the Agent and the Chargor

Finance Party means the Arranger, a Bank, the Security Trustee, the Account Bank or the Agent (and together the **Finance Parties**)

Intercreditor Agreement means the intercreditor agreement originally dated 8th September, 2000 as amended and restated on the date of the Amendment and Restatement Agreement between the Chargor, BET, EPHL, the Banks and Barclays Bank PLC as Agent and Security Trustee

Obligor means the Chargor and EPHL

Option Agreement means

- (a) the Asset Option Agreement, or
- (b) the Share Option Agreement

Second Intercompany Loan Agreement means the £150,000,000 intercompany loan dated on or about the date of the Amendment and Restatement Agreement between EPHL and the Chargor

Secured Parties means the Finance Parties, BET and EPHL.

Security Documents means.

- (a) the Debentures,
- (b) the Shares Pledge,

Companies Form 395

Eggborough Power Limited (Company Number 03782700)

Short particulars of all the property mortgaged or charged (Continuation Sheet No.3)

(c) the EPHL Assignment, and

(d) the EPHL Security Document,

and any other document evidencing or creating any Security Interest over any asset of an Obligor to secure any obligations of the Obligors to a Finance Party under the Finance Documents

Share Option Agreement means the agreement between EPHL and the Security Trustee dated the date of the Amendment and Restatement Agreement under which EPHL grants an option to the Security Trustee to acquire all of the shares of EPHL in the Chargor

Shares Pledge means the shares pledge dated 8th September, 2000 between EPHL and the Security Trustee