

MG01

Particulars of a mortgage or charge

182467/13



iris
LASERFORM

A fee is payable with this form

We will not accept this form unless you send the correct fee
Please see 'How to pay' on the last page



What this form is for

You may use this form to register
particulars of a mortgage or charge
in England and Wales or Northern
Ireland



What this form is NOT for

You cannot use this form
particulars of a charge for
company. To do this, please
use form MG01s

WEDNESDAY



A15 *AF7V5J5K* 14/04/2010 373
COMPANIES HOUSE

1

Company details

Company number 0 6 0 2 6 6 3 6

Company name in full EGGBOROUGH NEWCO LIMITED ("ENL")

For official use

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

All fields are mandatory unless
specified or indicated by *

2

Date of creation of charge

Date of creation d 3 d 1 m 0 m 3 y 2 y 0 y 1 y 0

3

Description

Please give a description of the instrument (if any) creating or evidencing the
charge, e.g. 'Trust Deed', 'Debenture', 'Mortgage', or 'Legal charge'

Description DEBENTURE dated 31 March 2010 between ENL and the Security Trustee (the "Debenture")

4

Amount secured

Please give us details of the amount secured by the mortgage or charge

Amount secured

Each of

- (a) the Toll Debt,
- (b) the CPSA Debt,
- (c) the EMSA Debt;
- (d) the WCCF Debt, and
- (e) the ISDA Debt,

together the "Secured Debt"

NOTE In this form

Continued on continuation sheet

Continuation page

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

MG01

Particulars of a mortgage or charge

5 Mortgagee(s) or person(s) entitled to the charge (if any)

Please give the name and address of the mortgagee(s) or person(s) entitled to the charge

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

Name BANK OF AMERICA TRUSTEES LIMITED, 10th Floor,

Address 5 Canada Square, London acting as security trustee for the

Secured Parties (the "Security Trustee")

Postcode E 1 4 5 A Q

Name

Address

Postcode

6 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

1 CHARGING CLAUSE**1 1 Fixed Charges**

ENL, as security for the payment of the Secured Debt, has charged in favour of the Security Trustee with full title guarantee the following assets, both at at 31 March 2010 and in future, from time to time owned by it

(a) by way of first legal mortgage all freehold and leasehold property (including the property specified in schedule 2 (Details of Properties)) of the Debenture as set out at Schedule 1 hereto together with all buildings and fixtures (including trade fixtures) on that property,

(b) by way of first fixed charge

(i) if not effectively charged under clause 3 1(a) of the Debenture as set out in clause 1 1 (above) all interests in any freehold or leasehold property, the buildings and fixtures (including trade fixtures) on that property, all proceeds of sale derived therefrom and the benefit of all warranties and covenants given in respect thereof and all licences to enter upon or use land and the benefit of all other agreements relating to land,

(ii) all plant, machinery, vehicles, computers, office and other equipment and the benefit of all contracts, licences and warranties relating thereto,

(iii) all its right, title and interest in and to all Investments owned by it from time to time and all corresponding Distribution Rights,

(iv) all Book Debts and all rights and claims against third parties and against any security in respect of Book Debts,

(v) all debts and monetary claims (other than Book Debts) and all rights against third parties in respect of such debts and claims,

Continued on continuation sheet

MG01

Particulars of a mortgage or charge

7 Particulars as to commission, allowance or discount (if any)

Please insert the amount or rate percent of any commission, allowance or discount paid or made either directly or indirectly by the company to any person on consideration of his

- subscribing or agreeing to subscribe, whether absolutely or conditionally, or
- procuring or agreeing to procure subscriptions, whether absolute or conditional,

for any debentures included in this return. The rate of interest payable under the terms of the debentures should not be entered

Commission allowance or discount

N/A

8 Delivery of instrument

You must deliver the original instrument (if any) creating or evidencing the charge and these prescribed particulars to the Registrar of Companies within 21 days after the date of creation of the charge (section 860). If the property is situated and the charge was created outside the United Kingdom (UK), you must deliver the information to the Registrar within 21 days after the date on which the instrument could have been received in the UK in the normal course of post and assuming you had posted it promptly (section 866)

We will accept a verified copy of the instrument creating the charge where the property charged is situated and the charge was created outside the UK (section 870). The company or the person who has delivered the copy to the Registrar must verify it to be a correct copy and sign it. Where a body corporate gives the verification, an officer of that body must sign it. We will also accept a verified copy where section 867(2) applies (property situated in another part of UK)

9 Signature

Please sign the form here

Signature

Signature

X Ashurst LLP X

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

MG01

Particulars of a 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 and will establish where we return the original documents. The contact information you give will be visible to searchers of the public record.

Contact name LWP/NIM/MER58 00004/16171232

Company name
Ashurst LLP

Address Broadwalk House

5 Appold Street

Post town London

County/Region

Postcode E C 2 A 2 H A

Country England

DX 639 London City

Telephone +44 (0)20 7638 1111



Certificate

We will send your certificate to the presenter's address if given above or to the Company's Registered Office if you have left the presenter's information blank.



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 included the original deed with this form
- ☐ You have entered the date the charge was created
- ☐ You have supplied the description of the instrument
- ☐ You have given details of the amount secured by the mortgagee or chargee
- ☐ You have given details of the mortgagee(s) or person(s) entitled to the charge
- ☐ You have entered the short particulars of all the property mortgaged or charged
- ☐ You have signed the form
- ☐ You have enclosed the correct fee



Important information

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



How to pay

A fee of £13 is payable to Companies House in respect of each mortgage or charge.

Make cheques or postal orders payable to 'Companies House'.



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

MG01 - continuation page

Particulars of a mortgage or charge

4	Amount secured	
	Please give us details of the amount secured by the mortgage or charge	
Amount secured	<p>"Accounts" means each Qualifying Account and any future account opened or maintained by ENL in accordance with clause 10 15 (Accounts) of the Common Terms Agreement and any such account may be renumbered, re-designated or sub-divided from time to time,</p> <p>"Assigned Agreements" means the Assigned Agreements and any other agreement, contract or document whether or not after the date of this deed existing to which ENL is a party or in respect of which it derives rights or benefit from time to time,</p> <p>"Book Debts" means all book and other debts arising in the ordinary course of trading,</p> <p>"Charged Property" means the assets mortgaged, charged or assigned to the Security Trustee by this deed,</p> <p>"Common Terms Agreement" means the common terms agreement entered into on 31 March 2010 between (amongst others) EPL, the Commodity Parties, the WCCF Agent and the Commodity Agent and the Security Trustee,</p> <p>"CPSA Debt" means all present and future indebtedness, sums, obligations or liability from time to time due, owing or incurred (actually or contingently) by EPL (as CPSA Buyer) to the CPSA Seller under or pursuant to the Documents,</p> <p>"Distribution Rights" means all dividends, distributions, interest and other income paid or payable on any Investment together with all other property derived from that Investment and all other allotments, accretions, rights, benefits and advantages of all kinds accruing, offered or otherwise derived from or incidental to that Investment (whether by way of conversion, redemption, bonus, preference, option or otherwise),</p> <p>"EMSA Debt" means all present and future indebtedness, sums, obligations or liabilities from time to time due, owing or incurred (actually or contingently) by EPL (as EMSA Service Purchaser) to the EMSA Service Provider under or pursuant to the Documents,</p> <p>"Enforcement Event" means an EPL Event of Default which has resulted in the Commodity Agent instructing the Security Trustee pursuant to clause 12 5(d) (Remedies-EPL Events of Default) of the Common Terms Agreement,</p> <p>"EPL" means Eggborough Power Limited, a company registered with company number 03782700 whose registered office is at Barnett Way, Barnwood, Gloucester, Gloucestershire, GL4 3RS,</p> <p>"Finance Document" means</p> <ul style="list-style-type: none"> (a) the Common Terms Agreement, (b) the WCCF Agreement, (c) the Intercreditor Agreement, (d) each Security Document, (e) any Fee Letter, and (f) any other agreement or document which the Commodity Agent may from time to time designate as a Finance Document with the consent of EPL (such consent not to be unreasonably withheld or delayed), 	

MG01 - continuation page

Particulars of a mortgage or charge

4	Amount secured	
	Please give us details of the amount secured by the mortgage or charge	
Amount secured	<p>"Floating Charge Asset" means an asset charged under clause 3 2 (Floating Charge) of the Debenture as set out at clause 1 2 below,</p> <p>"Investments" means each other stock, share, debenture, loan stock, security, interest in any investment fund and any other comparable investment (whether or not marketable) whether owned directly by or to the order of ENL or by any trustee, fiduciary or clearance system on its behalf,</p> <p>"Intellectual Property" means intellectual property of every designation (including patents, copyrights, design registrations, trade marks, service marks and know-how),</p> <p>"ISDA Debt" means all present and future indebtedness, sums, obligations or liabilities from time to time due, owing or incurred (actually or contingently) by EPL (as ISDA Counterparty) to the ISDA Party under or pursuant to the Documents,</p> <p>"Security" means a mortgage, charge, pledge, lien or other security interest securing any obligation of any person or any other agreement or arrangement having a similar effect,</p> <p>"Toll Debt" means all present and future indebtedness, sums, obligations or liabilities from time to time due, owing or incurred (actually or contingently) by EPL (as Toll Seller) to the Toll Buyer under or pursuant to the Documents, and</p> <p>"WCCF Debt" means all present and future indebtedness, sums, obligations or liabilities from time to time due, owing or incurred (actually or contingently) by EPL (as Borrower) to the WCCF Finance Parties under or in connection with the Documents,</p> <p>Other capitalised terms which appear in this form MG01 but which have not been defined are taken from other agreements referred to herein</p>	

MG01 - continuation page

Particulars of a mortgage or charge

6 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

(vi) all monies standing to the credit of the Accounts and any other account it may have from time to time with any bank, financial institution or other person,

(vii) all its Intellectual Property,

(viii) the benefit of all Licences and all other consents and agreements held by it in connection with the use of any of its assets,

(ix) its goodwill and uncalled capital, and

(x) if not effectively assigned by clause 3 3 (Security Assignment) of the Debenture as set out in clause 1 3 below, all its right, title and interest in and to (and claims under) the Assigned Agreements

1 2 Floating Charge

As further security for the payment of the Secured Debt, ENL has charged charges with full title guarantee in favour of the Security Trustee by way of first floating charge all its assets as at 31 March 2010 and in future not effectively charged by way of first fixed charge under clause 3 1 (Fixed Charges) of the Debenture as set out in clause 1 1 above, assigned under clause 3 3 (Security Assignment) of the Debenture as set out in clause 1 3 below

1 3 Security Assignment

(a) As further security for the payment of the Secured Debt, ENL has assigned absolutely with full title guarantee to the Security Trustee all its

(i) rights to and title and interest from time to time in the Insurances and the proceeds of such Insurance,

(ii) all its right, title and interest in and to (and claims under) the Assigned Agreements to which it is a party, including those set out in schedule 1 of the Debenture as reproduced at schedule 2 hereto, and any guarantees, warranties and/or other agreements collateral to the Assigned Agreements,

and all related property rights in respect of the above

(b) Until the occurrence of an Enforcement Event, but subject to clause 5 7 (Notice to Counterparties) of the Debenture and to the terms of the Finance Documents, ENL may continue to deal with the counterparties to the relevant Assigned Agreements

1 4 Conversion of Floating Charge

If

(a) an Enforcement Event has occurred, or

(b) the Security Trustee believes that any legal process or execution is being enforced against any Floating Charge Asset or that any Floating Charge Asset is in danger of being seized or otherwise in jeopardy,

the Security Trustee may, by notice to ENL, convert the floating charge created under the Debenture into a fixed charge as regards those assets which it specifies in the notice ENL shall

MG01 - continuation page

Particulars of a mortgage or charge

6	Short particulars of all the property mortgaged or charged	
	Please give the short particulars of the property mortgaged or charged	
Short particulars	<p>promptly execute a fixed charge or legal assignment over those assets in the form which the Security Trustee requires</p> <p>1 5 Automatic Conversion of Floating Charge</p> <p>If ENL creates (or purports to create) any Security Interest (except as permitted by the Common Terms Agreement or with the prior consent of the Security Trustee) on or over any Floating Charge Asset without the prior consent in writing of the Security Trustee, or if any third party levies or attempts to levy any distress, attachment, execution or other legal process against any Floating Charge Asset, the floating charge created under this deed will automatically (without notice) and immediately be converted into a fixed charge over the relevant Floating Charge Asset</p> <p>1 6 Restriction on charging or assigning</p> <p>(a) There shall be excluded from the charge created by clause 3 1 (Fixed Charges) of the Debenture as set out in clause 1 1 above and from the operation of clause 5 (Further Assurance) of the Debenture as set out in clause 3 below any Intellectual Property in which ENL has an interest under any licence or other agreement which either precludes absolutely or conditionally (including requiring the consent of any third party) ENL from creating any charge over its interest in that Intellectual Property</p> <p>(b) There shall be excluded from the charge created by clause 3 1 (Fixed Charges) of the Debenture as set out in clause 1 1 above, the security assignment under clause 3 3 (Security Assignment) and from the operation of clause 5 (Further Assurance) of the Debenture as set out in clause 3 below any Assigned Agreement which either precludes absolutely or conditionally (including requiring the consent of any third party) ENL from creating any charge over or assigning its rights under that Assigned Agreement</p> <p>1 7 Small Company Moratorium</p> <p>Notwithstanding any other provision of this deed, the obtaining of a moratorium under section 1A of the Insolvency Act 1986, or anything done with a view to obtaining such a moratorium (including any preliminary decision or investigation) shall not be an event causing the floating charge created under this deed to crystallise or causing restrictions which would not otherwise apply to be imposed on the disposal of property by ENL or a ground for the appointment of a Receiver</p> <p>2 NEGATIVE PLEDGE AND DISPOSAL RESTRICTIONS</p> <p>ENL may not</p> <p>(a) create or agree to create or permit to subsist any Security or Quasi Security over all or any part of the Charged Property,</p> <p>Continued on continuation page</p>	

MG01 - continuation page

Particulars of a mortgage or charge

6	Short particulars of all the property mortgaged or charged
	Please give the short particulars of the property mortgaged or charged
Short particulars	<p>(b) sell, transfer, lease out, lend or otherwise dispose of all or any part of the Charged Property (other than Floating Charge Assets on arm's length terms in the ordinary course of trading) or the right to receive or be paid the proceeds arising on the disposal of the same, or agree or attempt to do so, or</p> <p>(c) dispose of the equity of redemption in respect of all or any part of the Charged Property</p> <p>3 FURTHER ASSURANCE</p> <p>3 1 General</p> <p>(a) ENL will, at its own expense, promptly following request by the Security Trustee, execute such deeds and other agreements and otherwise take whatever action the Security Trustee may require</p> <p>(i) to perfect and/or protect the security created (or intended to be created) by the Debenture,</p> <p>(ii) to facilitate the realisation or enforcement of such security,</p> <p>(iii) to facilitate the exercise of any of the Security Trustee's rights, powers or discretions under the Debenture, and/or</p> <p>(iv) to confer on the Security Trustee security over any assets of EPL (in whatever jurisdiction situated) equivalent or similar to the security intended to be conferred by this deed, including without limitation the conversion of charges to assignments, equitable security to legal security, the execution of any transfer, conveyance, assignment or assurance whatsoever and the giving of all notices, orders, instructions and directions whatsoever</p> <p>(b) Any security document required to be executed by ENL under clause 5 1 of the Debenture as set out in clause 3 will contain clauses corresponding to the provisions set out in the Debenture</p> <p>3 2 Voting Rights</p> <p>(a) Until an Enforcement Event all voting and other rights and powers attaching to the Investments shall be exercised as ENL may from time to time reasonably direct</p> <p>(b) Following an Enforcement Event</p> <p>(i) the Security Trustee will forward copies of all notices, documents and other communications received in connection with the Investments to ENL promptly following receipt, and</p> <p>(ii) the Security Trustee shall be entitled to require that any Investment be registered in the name of the Security Trustee or its nominee but in so doing the Security Trustee will not be under any duty to ensure that any investment income or investment proceeds are duly and promptly paid or received by it or its nominee, or to verify that the correct amounts are paid or received, or to take any action in connection with any other Distribution Rights arising in respect of those Investments</p> <p>Continued on continuation page</p>

MG01 - continuation page

Particulars of a mortgage or charge

6	Short particulars of all the property mortgaged or charged
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Please give the short particulars of the property mortgaged or charged
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Short particulars

Schedule 1
(Details of Properties)
Registered Land

None

Schedule 2
(Assigned Agreements)

None



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

Pursuant to section 869(5) & (6) of the Companies Act 2006

**COMPANY NO. 6026636
CHARGE NO. 1**

**THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A DEBENTURE DATED 31 MARCH
2010 AND CREATED BY EGGBOROUGH NEWCO LIMITED FOR
SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE
COMPANY TO BANK OF AMERICA TRUSTEES LIMITED (THE
SECURITY TRUSTEE) ON ANY ACCOUNT WHATSOEVER
UNDER THE TERMS OF THE AFOREMENTIONED INSTRUMENT
CREATING OR EVIDENCING THE CHARGE WAS REGISTERED
PURSUANT TO CHAPTER 1 PART 25 OF THE COMPANIES ACT
2006 ON THE 14 APRIL 2010**

GIVEN AT COMPANIES HOUSE, CARDIFF THE 15 APRIL 2010



Companies House
— for the record —

DX105



**THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES**