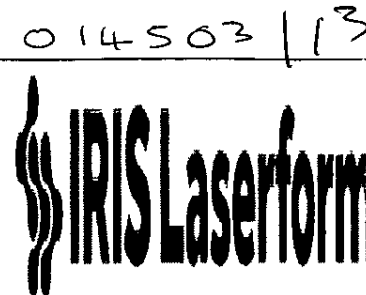


MG01

Particulars of a mortgage or charge



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 to
particulars of a charge for a
company. To do this, please
form MG01s

THURSDAY



A05 *A253XB0Y* #155
28/03/2013
COMPANIES HOUSE

1 Company details

Company number ☒ 2 3 6 6 9 7 0

Company name in full ☒ E ON UK PLC ("E.ON")

4 For official use

→ **Filing 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 ☒ d2 d2 m0 m3 y2 y0 y1 y3

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 ☒ Charge (the "Charge") dated 22 March 2013 and made between E ON and E ON UK Pension Trustees
Limited (the "Trustee")

4 Amount secured

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

Amount secured All amounts, obligations and liabilities payable or incurred by E ON
pursuant to either or both of the Trust Deed and the Charge (the "Secured
Amounts")

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 ☒ E ON UK PENSION TRUSTEES LIMITED

Address Westwood Way, Westwood Business Park

Coventry

Postcode C V 4 8 L G

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 Provisions

1 1 E ON, as beneficial owner, charged all of its right, title and interest in the Securities to the Trustee as a continuing security for the payment and discharge of the Secured Amounts by way of first fixed charge, subject to any security, liens or other rights arising by operation of law or under any Custody Agreement in favour of any Custodian

1 2 For the avoidance of doubt, unless an Enforcement Notice has been issued (and not withdrawn), E ON shall remain absolutely entitled to the Derivative Rights, unencumbered by the security created by the Charge, and shall be entitled to retain, exercise and deal with such Derivative Rights as it, in its absolute discretion, thinks fit and the Trustee shall

- (A) account to E ON for all Derivative Rights received by it and forward to E ON any communications relating to these promptly upon receipt, and
- (B) make available to E ON such of the documents deposited with it (or its nominees) pursuant to the Charge, and
- (C) at E ON's cost and expense, execute such documents and take such other action as E ON shall reasonably require in order to enable E ON to receive, exercise or deal with (as appropriate) the Derivative Rights, except that the Trustee may refuse to take any such action which would, in the Trustee's reasonable opinion, threaten the validity of the security created by the Charge or otherwise breach its terms

(Continued on continuation sheet C3 attached).

MG01

Particulars of a mortgage or charge

<p>7</p>	<p>Particulars as to commission, allowance or discount (if any)</p> <p>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</p> <ul style="list-style-type: none"> - subscribing or agreeing to subscribe, whether absolutely or conditionally, or - procuring or agreeing to procure subscriptions, whether absolute or conditional, <p>for any debentures included in this return The rate of interest payable under the terms of the debentures should not be entered</p>	
<p>Commission, allowance or discount</p>	<p>Nil</p>	
<p>8</p>	<p>Delivery of instrument</p> <p>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 870)</p> <p>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 866) 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)</p>	
<p>9</p>	<p>Signature</p> <p>Please sign the form here</p> <p>Signature</p> <p>X <i>Wragge & LLP</i> X</p> <p>This form must be signed by a person with an interest in the registration of the charge</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>1 3 Notwithstanding any other provisions of the Charge, E ON shall not be obliged to grant security in respect of any Securities other than the Initial Securities if this would require the consent of E ON's shareholders (or any class of shareholders) whether under the Companies Act 2006 or the rules of any recognised investment exchange (as defined in the Financial Services and Markets Act 2000) on which any E ON shares or other securities are from time to time listed or otherwise</p> <p>2 <u>Additional or Substitute Securities</u></p> <p>If at any time during the Charge Period any further or other securities are either (i) deposited by E ON with the Trustee (or its nominees) by way of security under the Charge or (ii) specified by E ON to the Trustee in writing to be subject to the Security created under the Charge, in substitution for or in addition to the Securities, those securities shall then be deemed to be a part of the Securities for the purposes of the Charge and shall become subject to all its terms</p> <p>3 <u>Negative Pledge</u></p> <p>Subject to clause 3 2 of the Charge, E ON undertakes that it shall not (and shall not agree, unconditionally or otherwise, to) sell, transfer, alienate, encumber or deal with any of the Securities or any interest in those Securities at any time during the Charge Period other than the holding of such Securities with a Custodian under a Custody Agreement or the receipt of monies payable in respect of such Securities without the Trustee's prior written consent</p> <p>4 <u>Protecting the Security</u></p> <p>Subject to clause 7 8 of the Charge, E ON shall (and shall procure that its nominees shall) at its own expense execute and do all such assurances, acts and things as the Trustee may reasonably require for perfecting or protecting its security over all or any of the Securities or for facilitating the realisation of the same and in the proper exercise of all powers, authorities and discretions vested in the Trustee</p> <p>5 <u>Definitions</u></p> <p>In this MG01</p> <p>"Charge Period" means the period during which the Charge subsists,</p> <p>"Custodian" means Barclays Bank Plc and/or any other custodian,</p> <p>"Custody Agreement" means the custody agreement made between Barclays Bank Plc and E ON dated 30 March 2011 and/or any other custody agreement from time to time between E ON and any Custodian,</p> <p>"Derivative Rights" means in relation to any Securities, all dividends, distributions, interest and other income paid or made in respect thereof and all rights, benefits, money or property accruing or arising in respect of the Securities at any time prior to the issue of an Enforcement Notice whether by way of conversion, exchange, redemption, bonus, preference or otherwise,</p> <p>"Enforcement Notice" means a notice issued in accordance with Clause 7 1 of the Charge,</p> <p>"Initial Securities" means a selection of gilts (being gilts maturing on 26 July 2016 with a coupon of 2 50%, gilts maturing on 7 March 2025 with a coupon of 5 00% and gilts maturing on 26 January</p>

6	Short particulars of all the property mortgaged or charged	
	Please give the short particulars of the property mortgaged or charged	
Short particulars	<p>2035 with a coupon of 2.00%),</p> <p>"Securities" means</p> <p>(a) the Initial Securities, and</p> <p>(b) all other gilts, stocks, bonds, debentures, notes, shares and securities of any kind notified from time to time by E.ON to the Trustee as being subject to the security created under the Charge,</p> <p>but, for the avoidance of doubt, in each case, excluding any Derivative Rights and provided also that any of the aforementioned Securities which (i) the Trustee is obliged to release or return to E.ON under the Charge or (ii) are sold by the Trustee in partial or full satisfaction of any Secured Amounts, shall cease to be Securities on the date such obligation arises or such sale occurs, and</p> <p>"Trust Deed" means the trust deed dated the same date as the Charge to which E.ON and the Trustee are parties and which sets up a trust known as the E.ON Security Pension Trust for and in respect of certain employees and directors of E.ON</p>	

11/5/11
C1

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 Fabian Bonavia 2070889/JAM3

Company name Wragge & Co LLP

Address 3 Waterhouse Square

142 Holborn

Post town London

County/Region

Postcode E C 1 N 2 S W

Country

DX DX 155790 BLOOMSBURY 8

Telephone 08709031000



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,
Second Floor, The Linenhall, 32-38 Linenhall Street,
Belfast, Northern Ireland, BT2 8BG
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



FILE COPY

CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

**COMPANY NO. 2366970
CHARGE NO. 4**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A CHARGE DATED 22 MARCH 2013
AND CREATED BY E.ON UK PLC FOR SECURING ALL MONIES
DUE OR TO BECOME DUE FROM THE COMPANY 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 28 MARCH 2013

GIVEN AT COMPANIES HOUSE, CARDIFF THE 3 APRIL 2013

DX



Companies House



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