

M

CHFP025

Please do not
write in
this margin

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

* insert full name
of Company

COMPANIES FORM No. 395

638114/26

Particulars of a mortgage or charge

A fee of £13 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

395

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

For official use

5

Company number

02592745

Name of company

Combined Power (South) Limited (the Assignor).

Date of creation of the charge

27 August 2009.

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

Deed of supplemental assignment dated 27 August 2009 made between the Assignor and Barclays Bank PLC (the Assignee) relating to the assignment of the DEP Contracts (the Assignment).

Please return
via

CH London Counter Amount secured by the mortgage or charge

The actual, contingent, present and/or future obligations and liabilities of the Assignor to the Assignee under or pursuant to the Hedging Agreements (the Secured Obligations).

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

Barclays Bank PLC of 1 Churchill Place, London

Postcode E14 5HP

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

Denton Wilde Sapte LLP
One Fleet Place
London EC4M 7WS

REF/PTR/76001.00096

Time critical reference

For official Use (02/00)

Mortgage Section

Post room

FRIDAY



LD3

L1H81CZN

04/09/2009

33

COMPANIES HOUSE

Short particulars of all the property mortgaged or charged

The Assignor assigned and agreed to assign with full title guarantee absolutely to the Assignee as a continuing security for the discharge on demand of the Secured Obligations, all the Assignor's right, title, benefit and interest in and to each and every DEP Contract including, without limitation, all sums payable thereunder.

The security constituted by or pursuant to the Assignment shall:

(a) be in addition to and shall be independent of every guarantee, mortgage, pledge or other security which the Assignee may at any time hold in respect of any of the Secured Obligations and no prior security held by the Assignee over the Charged Property or any part thereof shall merge in the security created under the Assignment; and

(b) remain in full force and effect as a continuing security until discharged by the Assignee PROVIDED THAT any such discharge shall be conditional upon no security, disposition or payment to the Assignee by the Assignor or any other person being void, set aside or ordered to be refunded pursuant to any enactment or law relating to bankruptcy, liquidation or insolvency or for any reason whatsoever and if such condition shall not be fulfilled, the Assignee shall be entitled to enforce this Assignment subsequently as if such discharge had not occurred and any such payment not been made.

Please do not write in this margin

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

Particulars as to commission allowance or discount (note 3)

Nil.

Signed *Deborah Wilde Supte UP*

Date 4 September 2009

On behalf of [company] [mortgagee/chargee] Barclays Bank Plc

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

Notes

† 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.
- 5 A fee of £13 is payable to Companies House in respect of each register entry for a mortgage or charge. Cheques and Postal Orders must be made payable to **Companies House**.
- 6 The address of the Registrar of Companies is: Companies House, Crown Way, Cardiff CF14 3UZ

Name of company

* insert full name
of company

Combined Power (South) Limited

Short particulars of all the property mortgaged or charged (continued)

For the avoidance of doubt, notwithstanding the terms of the Assignment, the Secured Party shall not have any obligation or liability under any of the DEP Contracts by reason of the Assignment to:

- (a) perform any of the obligations or duties of the Assignor thereunder;
- (b) make any payment thereunder;
- (c) present or file any claim to take any other action to collect or enforce any claim for the payment of any sum payable thereunder; or
- (d) make any enquiries as to the nature or sufficiency of any payments received by the Assignee by virtue of the Assignment.

Negative pledge

Further to clause 4, the Assignor covenanted that without the prior consent of the Assignee it shall not nor shall it agree or purport to create or permit to subsist any Encumbrance over the Charged Property or the Equipment in priority to or pari passu with or after the assignments created by the Assignment or any other security created by the Assignment except as permitted or required under the Facility Agreement.

Definitions

Charged Property means the property, assets and income of the Assignor assigned to the Assignee pursuant to the Assignment.

DEP Contract shall have the meaning given to it in the Facility Agreement.

DEP Contract Model shall have the meaning given to it in the Facility Agreement.

Encumbrance shall have the meaning given to it in the Facility Agreement.

Equipment means the plant, machinery or other equipment which is the subject of a DEP Contract as more particularly described in the DEP Contract Model and the benefit of all related authorisations, agreements and warranties.

Facility Agreement means the agreement relating to the term loan facility of up to £13,000,000 dated 13 May 2009 between the Assignor and the Assignee, as amended by a deed of amendment dated 27 August 2009 between the Assignor and the Assignee.

Hedging Agreements means any derivative transaction entered into between all or any members of the Barclays Group and the Assignor in connection with the protection against or benefit from fluctuation in any rate or price (and when calculating the value of any transaction, only the marked to market value shall be taken into account).

Secured Party means the Assignee.



**CERTIFICATE OF THE REGISTRATION
OF A MORTGAGE OR CHARGE**

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

**COMPANY NO. 2592745
CHARGE NO. 5**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A DEED OF SUPPLEMENTAL
ASSIGNMENT DATED 27 AUGUST 2009 AND CREATED BY
COMBINED POWER (SOUTH) LIMITED FOR SECURING ALL
MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO
BARCLAYS BANK PLC UNDER THE TERMS OF THE
AFOREMENTIONED INSTRUMENT CREATING OR EVIDENCING
THE CHARGE WAS REGISTERED PURSUANT TO CHAPTER 1
PART XII OF THE COMPANIES ACT 1985 ON THE 4 SEPTEMBER
2009

GIVEN AT COMPANIES HOUSE, CARDIFF THE 5 SEPTEMBER
2009

P. S. etc.



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES