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COMPANIES FORM No. 403a

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

403a

CHFP025

Please do not
write in
this margin

Pursuant to section 403(1) of the Companies Act 1985

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

To the Registrar of Companies
(Address overleaf)

For official use Company number

183

2949541

* Insert full name
of company

Name of company

* Humberland Limited (the "Company")

† Delete as
appropriate

‡ Insert a
description of the
instrument(s)
creating or
evidencing the
charge, eg
'Mortgage',
'Charge',
'Debenture' etc.

§ The date of
registration may
be confirmed
from the
certificate

¶ Insert brief
details of
property

I, **PHILIPPE SAUQUET**
of **14 BIS RUE RAYNOUARD, PARIS, FRANCE**

[a director] [~~the secretary~~] [~~the administrator~~] [~~the administrative receiver~~] † of the above company, do
solemnly and sincerely declare that the debt for which the charge described below was given has been
paid or satisfied in **(full) (part) †** ✓

Date and Description of charge ‡ See Schedule 1

Date of Registration § 11 October 1994

Name and address of [chargee] [~~trustee for the debenture holders~~] See Schedule 2

Short particulars of property charged ¶ See Schedule 3

And I make this solemn declaration conscientiously believing the same to be true and by virtue of the
provisions of the Statutory Declarations Act 1835.

Declared at **HERBERT SMITH PARIS** Declarant to sign below

Day Month Year

on **11/10/2001**

before me **W. Tomaszek (WANDA TOMASZEK, SOLICITOR)**

A Commissioner for Oaths or Notary Public or Justice of
the Peace or Solicitor having the powers conferred on a
Commissioner for Oaths

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

Clifford Chance Limited Liability
200 Aldersgate Street
London
EC1A 4JJ
[TCXB/H1907/00675/BXM]
London-2/945879/01

For official use
Mortgage section

Post room



LD2
COMPANIES HOUSE

LY8A755I

0403
23/10/01

Schedule 1

Continuation to Form 403a

Registered on: 11 October 1994 ✓

Company Number: 2949541

A mortgage debenture (the "**Debenture**") given by the Company to Natwest Leasing Industries Limited (the "**Lessor**") dated 22 September 1994. ✓

Schedule 2

Continuation to Form 403a

Registered on: 11 October 1994

Company Number: 2949541

Lloyds (Nimrod) Leasing Industries Limited (formerly Natwest Leasing Industries Limited), a company incorporated in England and Wales (registered no. 1974805) of 71 Lombard Street, London EC3P 3BS in its capacity as Lessor.

Schedule 3

Continuation to Form 403a

Registered on: 11 October 1994

Company Number: 2949541

Short particulars of all the property mortgaged or charged

(a) By way of a legal mortgage:

- (i) (a) all that freehold land being land at Stallingborough, Humberside and being part of the land registered with title absolute at Hull District Land Registry under title number HS154071 as more particularly described in a transfer dated 30th August 1994 and made between Nan Yang Coffee Trading Company Limited and Humber Power Limited;
- (b) all that land subject to a lease dated 22nd September 1994 between Associated British Ports and Humber Power Limited;
- (c) an agreement relating to leases of part of the river bed of the River Humber, Stallingborough, Humberside made between the Company and Humber Power Limited and dated 22nd September 1994;
- (ii) all estates or interests in any freehold or leasehold property (except any Security Assets specified in paragraph (i) above) now belonging to the Company;
- (iii) all buildings and Fixtures on the property specified in paragraphs (i) and (ii) above;
- (iv) the proceeds of sale of all or any part of the property specified in paragraphs (i)-(iii) inclusive above; and
- (v) the benefit of any covenants for title given or entered into in respect of the property specified in paragraph (i)-(iii) (inclusive) above by any predecessor in title of the Company and any moneys paid or payable in respect of any such covenants; and

(b) by way of fixed charge (to the extent not the subject of a mortgage under paragraph (a) above):

- (i) all present and future estates or interests in any freehold or leasehold property belonging to it and all buildings and Fixtures thereon, including:
 - (A) all proceeds of sale of any of the above; and

- (B) the benefit of any covenants for title given or entered into in respect of any of the above by any predecessor in title of the Company and any moneys paid or payable in respect of any such covenants;
- (ii) all plant and machinery owned by the Company now or in the future and the Company's interest in any plant or machinery in its possession now or in the future;
 - (iii) the Company's present and future interest in all stocks, shares, debentures, bonds or other securities and investments together with all Related Rights accruing to any of the above now or in the future;
 - (iv) subject to Clause 6.2.7 of the Debenture (which provides for moneys in respect of the Debts (as defined below) received by the Company and paid into any of certain accounts shall be upon being paid into such account be released from certain of the fixed charges created by the Debenture and shall become subject to the floating charge created by Clause 4.1 of the Debenture (being the floating charge referred to in paragraph (c) below)), all moneys (including interest) from time to time standing to the credit of each of the Company's present and future accounts (including, without limited, the Humberland Realisations Account and each of the Company's Project Accounts) with any bank, financial institution or other person and the debts represented by them and the benefit of all rights, securities and guarantees of any nature enjoyed or held by the Company at any time in relation to the foregoing;
 - (v) all of the Company's present and future book and other debts now and from time to time due or owing to the Company (the "**Debts**") and (subject to the provisions of Clause 6.2.7 of the Debenture referred to in paragraph (b)(iv) above) all moneys which the Company receives in respect thereof and the benefit of all rights, securities and guarantees of any nature enjoyed or held by the Company at any time in relation to any of the foregoing;
 - (vi) any present and future beneficial interest, claim or entitlement of the Company in any pension fund;
 - (vii) any present and future beneficial interest, claim or entitlement of the Company to any Project Insurances (including all moneys which at any time may be or become payable to the Company pursuant thereto and, subject to Clause 6.2.7 of the Debenture referred to in paragraph (b)(iv) above, the proceeds of all claims and returns of premium;
 - (viii) the Company's present and future beneficial interest in and to each Project Agreement (as defined in the Credit Agreement) and Relevant Consent (as defined in the Credit Agreement (including, in each case, all claims and all moneys which may at any time be or become paid (subject to Clause 6.2.7 of the Debenture) or payable to the Company under or in respect of any of the foregoing including the proceeds of claims, awards or judgements;

- (ix) the Company's present and future goodwill;
 - (x) the benefit of all present and future licences, consents and authorisations (statutory or otherwise) held in connection with the Company's business or the use of any Security Asset specified in Clause 3.1 of the Debenture (being the Security Assets referred to in paragraphs (a) and (b) above) and the right to recover and receive all compensation which may be payable to the Company by it in respect thereof;
 - (xi) the Company's present and uncalled capital; and
 - (xii) the Company's present and future Intellectual Property Rights.
- (c) By way of a floating charge all of the Company's present and future undertaking and assets not otherwise effectively mortgaged, or charged by Clause 3 of the Debenture (being the mortgages and charges referred to in paragraphs (a) and (b) above).

In this form and its continuation sheets:

"Existing Security" means the debenture dated 22nd September 1994 between the Company and the Agent;

"Security Assets" means all assets, rights and property of the Company the subject of any security created by or pursuant to the Debenture;

"Related Rights" means, in relation to any shares or other securities, all dividends and interest paid or payable in relation to them and all shares, securities, rights, moneys or property accruing or offered at any time in relation to them by way of redemption, substitution, exchange, bonus or preference, pursuant to option rights or otherwise;

"Project Insurances" means all contracts and policies of insurance of any kind which are from time to time taken out by or on behalf of either or both of the Company and Humber Power Limited or (to the extent of its or their interest) in which either or both of the Company and Humber Power Limited has an interest;

"Fixtures" means, in relation to any freehold or leasehold property charged by or pursuant to the Debenture, all fixtures and fittings (including trade fixtures and fittings) and fixed plant and machinery from time to time thereon owned by the Company;

"Humberland Realisations Account" means the account or accounts maintained from time to time by the Company for the purposes of Clause 8.3 of the Debenture at such branch of the Humberland Realisations Account Bank as the Lessor may from time to time approve;

"Humberland Realisations Account Bank" means National Westminster Bank Plc or such other company in the Lessor's Group (as defined in the Lease) as the Lessor may approve or stipulate as the Humberland Realisations Account Bank and with whom the Humberland Realisations Account is maintained from time to time;

"Projects Account" has the meaning ascribed to it in the Credit Agreement;

"Credit Agreement" means the facility agreement dated 22nd September 1994 made between inter alia, the Banks (as therein defined), Union Bank of Switzerland as facility agent, the Company and Humber Power Limited;

"Agent" means Union Bank of Switzerland as facility agent under the Credit Agreement;

"Intellectual Property Rights" means all know-how, patents, trade marks, service marks, designs, business names, typographical or similar rights, copyrights and other intellectual property monopoly rights and any interest (including by way of licence) in any of the foregoing (in each case whether registered or not and including all applications for the same);

"Intercreditor Agreement" means the intercreditor agreement dated 22nd September 1994 between, inter alia, the Company, Humber Power Limited, the financial institutions referred to therein as banks, Union Bank of Switzerland as facility agent, Canadian Imperial Bank of Commerce as technical bank, Union Bank of Switzerland as the initial account bank, the Lessor and persons referred to therein as junior creditors.