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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

* Insert full name
of company

To the Registrar of Companies
(Address overleaf)

For official use Company number

7111

2949541

Name of company

* HUMBERLAND LIMITED (the "Company")

I, PHILIPPE SAUQUET
of 14 Bis RUE RAYNOUARD, PARIS, FRANCE

† Delete as
appropriate

[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)** †

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

Date and Description of charge ‡ See Schedule 1

Date of Registration § 9 December 1996

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

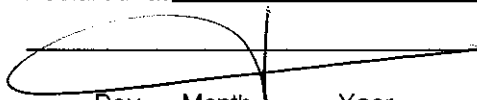
§ The date of
registration may
be confirmed
from the
certificate

Short particulars of property charged ¶
See Schedule 3

¶ Insert brief
details of
property

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 (WANJA 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

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

Clifford Chance Limited Liability
200 Aldersgate Street
London
EC1A 4JJ
[TCXB/H1907/00675/BXM]
London-2/946021/01

For official use
Mortgage section

Post room



LD2
COMPANIES HOUSE

0398
23/10/01

Schedule 1

Continuation to Form 403a

Registered 9 December 1996

Company No: 02949541

Debenture entitled "**Lessor Humberland Debenture**" dated 21st November 1996 (the "**Debenture**") between the Company and Natwest Leasing Industries Limited (the "**Lessor**").

Schedule 2

Continuation to Form 403a

Registered 9 December 1996

Company No: 02949541

Lloyds (Nimrod) Leasing Industries Limited (formerly Natwest Leasing Industries Limited), a company incorporated in England and Wales (registered number 1974805) of 71 Lombard Street, London EC3P 3BS in its capacity as lessor.

Schedule 3

Continuation to Form 403a

Registered 9 December 1996

Company No: 02949541

Short particulars of all the property mortgaged or charged

The Company as beneficial owner with full title guarantee charged to the Lessor as security for the payment or discharge of all Secured Liabilities:

(a) by way of a legal mortgage:

- (i) (A) all that freehold land at Stallingborough, Humberside, registered with title absolute at Hull District Land Registry under title number HS239444;
- (B) all that land demised by a lease dated 22nd September 1994 between Associated British Ports and Humber Power Limited registered with title absolute at Hull District Land Registry under title number 239473;
- (ii) all estates or interests in any freehold or leasehold property (except any assets, rights and property the subject of any security created by or pursuant to the Debenture and specified in paragraph (a) (i) above) belonging to the Company at the date of the Debenture;
- (iii) all buildings and all fixtures and fittings (including trade fixtures and fittings) and fixed plant and machinery from time to time on the property referred to in paragraphs (a) (i) and (ii) above and owned by the Company;
- (iv) the proceeds of sale of all or any part of the property referred to in paragraphs (a) (i)-(iii) (inclusive) above; and
- (v) the benefit of any covenants for title given or entered into in respect of the property referred to in paragraphs (a)(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 the Company and all buildings and all fixtures and fittings (including trade fixtures and fittings) and fixed plant and machinery from time to time thereon owned by the Company, 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 at the date of the Debenture or in the future and its interest in any plant or machinery in its possession at the date of the Debenture or in the future;
 - (iii) its present and future interest in all stocks, shares, debentures, bonds or other securities and investments together with 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 accruing to any of the property referred to in this paragraph (b) (iii) at the date of the Debenture 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 upon being so paid 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), all moneys (including interest) from time to time standing to the credit of each of the accounts which the Company holds at the date of the Debenture and in the future 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 or held by it at any time in relation to the foregoing;
 - (v) all of the Company's present and future book and other debts existing at the date of the Debenture and from time to time due or owing to the Company (the "Debts") and (subject to Clause 6.2.7 of the Debenture) all moneys which the Company receives in respect thereof and the benefit of all rights, securities and guarantees of the nature enjoyed or held by it 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, the proceeds of all claims and returns of premium);
 - (viii) the Company's present and future beneficial interest in and to each Project Agreement and Relevant Consent (as such terms are 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 any claims, awards or judgements);

- (ix) the Company's present and future goodwill;
- (x) the benefit of all present and future licences, consent and authorisations (statutory or otherwise) held in connection with its business or the use of any asset, right and property the subject of any security created by or pursuant to the Debenture and referred to in Clause 3.1 of the Debenture and the right to recover and receive all compensation which may be payable to the Company in respect thereof;
- (xi) the Chargor's present and future uncalled capital; and
- (xii) the Chargor's present and future know-how, patents, trade marks, service marks, designs, business names, topographical or similar rights, copyrights and other intellectual property monopoly rights and any interests (including by way of licence) in any of the foregoing (in each case whether registered or not and including all applications for the same).

Floating Charge

The Company as beneficial owner with full title guarantee charged to the Lessor as security for the payment and performance of the Secured Liabilities by way of a floating charge all of its 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).

DEFINITIONS:

In this Form 403a and in its continuation sheets:

"**Credit Agreement**" means the facility agreement dated 21st November 1996 between, inter alia, the Company, Humber Power Limited, National Westminster Bank Plc as lead arranger, Midland Bank plc as co-arranger, the financial institutions referred to therein as banks and National Westminster Bank Plc as facility agent;

"**Event of Default**" has the meaning given to the expression "**Event of Default**" in each of the Phase I Lease and the Phase II Lease;

"**Lease Security Period**" means the period beginning on the date of the Debenture and ending on the date on which the Lessor is satisfied that (a) all the Secured Liabilities have been unconditionally and irrevocably paid and discharged in full and no further Secured Liabilities can arise under or in respect of any of the Phase I Lease, the Phase I Ancillary Agreements, the Phase II Lease and the Phase II Ancillary Agreements or (b) the security created by the Debenture has been unconditionally and irrevocably released and discharged;

"Phase I Lease" means the lease agreement dated 22nd September 1994 between the Lessor and the Company as amended and restated by an amendment and restatement agreement of even date with the Debenture between the Lessor and the Company;

"Phase I Ancillary Agreements" has the meaning given to that expression in the Phase II Lease;

"Phase II Lease" means the lease agreement of even date with the Debenture between the Lessor and the Company;

"Phase II Ancillary Agreements" has the meaning given to the expression **"Ancillary Agreements"** in the Phase I Lease;

"Project Insurances" has the meaning given to the expression **"Insurances"** in the Credit Agreement (as in force on 21st November 1996);

"Termination Notice" has the meaning given to such expression by Clause 16.1.2 of each of the Phase I Lease and the Phase II Lease.