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COMPANIES FORM No. 395

Particulars of a mortgage or charge

395

CHFP025

Please do not
write in
this margin

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

*insert full name
of Company

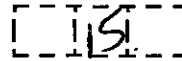
A fee of £10 is payable to Companies House in respect
of each register entry for a mortgage or charge.

Pursuant to section 395 of the Companies Act 1985

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

For official use

Company number



03076445

Name of company

* BRITISH ENERGY GENERATION LIMITED (the "Chargor")

Date of creation of the charge

12 January 2005

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

Charge on cash deposit dated 12 January 2005 created by the Chargor in
favour of EDF Energy Networks (SPN) Plc (the "Chargee") (the "Deed").

Amount secured by the mortgage or charge

All moneys and liabilities which become due and payable to the Chargee
from or by the Chargor under the Use of System Agreement on or prior to
the last day of the Charge Period (the "Secured Sums").

See Schedule 1 for definitions.

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

EDF Energy Networks (SPN) Plc, 40 Grosvenor Place, Victoria, London

Postcode SW1X 7EN

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

Clifford Chance LLP
10 Upper Bank Street
London
E14 5JJ

UK/173561

MJH/SJZC

Time critical reference

For official Use
Mortgage Section

Post room



LD6
COMPANIES HOUSE

0434
18/01/05

Short particulars of all the property mortgaged or charged

The Chargor, as continuing security for the payment and discharge of all Secured Sums, charged the Deposit by way of first fixed charge in favour of the Chargee subject to the terms of the Deed.

The Deed contains a negative pledge.

See Schedule 1 for definitions.

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)

None.

Signed Clifford Chance LLP

Date 17 January 2005

On behalf of [company] [~~mortgagee/chargee~~]

A fee of £10 is
payable to
Companies House
in respect of each
register entry for a
mortgage or
charge.
(See Note 5)

† delete as
appropriate

Notes

- 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 Cheques and Postal Orders are to be made payable to **Companies House**.
- 6 The address of the Registrar of Companies is:-

Companies House, Crown Way, Cardiff CF14 3UZ

Schedule to Form 395 relating to a charge on cash deposit dated 12 January 2005 created by British Energy Generation Limited (the "Chargor") in favour of EDF Energy Networks (SPN) Plc (the "Chargee") (the "Deed")

SCHEDULE 1

Definitions

In this Form 395:

"Account" means the account (number 31266470 designated "British Energy Generation Limited Re: EDF Energy Networks (SPN) Plc") of the Chargor opened by the Chargor with HSBC Bank plc, Poultry & Princes Street Branch, 27-32 Poultry, London, EC2P 2BX, and includes any renewal or re-designation thereof.

"Charge Period" means the period from and including the date of the Deed to and including the earlier of:

- (a) the date on which alternative Security, or a guarantee, letter of credit or any other credit support (however described), reasonably acceptable to the Chargee or otherwise sufficient under the terms of the Use of System Agreement has been provided in substitution for the Deed; and
- (b) such date (if any) as may be notified by one party to the other in writing that the Determined Amount is zero;
- (c) 31 January 2006.

"Deposit" means the sum of £1,149,000 credited, or to be credited, to the Account and any further sums from time to time standing to the credit of the Account (as such sums may be reduced in accordance with Clause 11.3 (*Partial Release*) of the Deed, and, subject to Clause 3.2 (*Interest*) of the Deed, all entitlements to interest and other Rights from time to time accruing to or arising in connection with such sums, and the debt represented thereby.

"Determined Amount" means as defined in Clause 11.2 of the Deed.

"Rights" means rights, benefits, powers, privileges, authorities, discretions and remedies (in each case, of any nature whatsoever).

"Security" means any mortgage, fixed or floating charge, encumbrance, lien (other than as may arise by operation of law), pledge, hypothecation or assignment by way of security and any agreement or arrangement having substantially the same economic or financial effect as any of the foregoing (including any "hold back" or "flawed asset" arrangement).

"Use of System Agreement" means the Use of System Agreement dated 27 August 1998 between the Chargor and the Chargee, as amended from time to time.

FILE COPY



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No. 03076445

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A CHARGE ON CASH DEPOSIT DATED THE 12th JANUARY 2005 AND CREATED BY BRITISH ENERGY GENERATION LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO EDF ENERGY NETWORKS (SPN) 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 18th JANUARY 2005.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 21st JANUARY 2005.

Handwritten signature



Companies House

— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES