

# M

**CHFP025**

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\*insert full name  
of Company

**COMPANIES FORM No. 395****Particulars of a mortgage or charge**

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



# 395

Pursuant to section 395 of the Companies Act 1985

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

For official use

Company number *co. no.*

*211131*

*2310677*

*3221818*

Name of company

\* Seeboard Powerlink Limited

Date of creation of the charge

22nd June 1999

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

A supplemental legal mortgage (the "Supplemental Legal Mortgage") entered into as a deed dated 22nd June 1999 and made between Seeboard Powerlink Limited (the "Company") and The Royal Bank of Scotland plc as Security Trustee ("RBS") which is supplemental to a debenture entered into as a deed (the "SPL Debenture") dated 13th August 1998 and made between the Company and RBS.

Amount secured by the mortgage or charge

All present and future obligations and liabilities (whether actual or contingent and whether owed jointly or severally, as principal or surety or in any other capacity whatsoever) of the Debtor covenanted to be paid or discharged on the same terms mutatis mutandis and pursuant to the terms of the SPL Debenture.

N.B. The Supplemental Legal Mortgage contains a clause which states:

"All the provisions of the SPL Debenture shall apply to this Supplemental Legal Mortgage and the security thereby constituted as if incorporated therein in full (mutatis mutandis) and the same shall be construed accordingly with the intent and effect that all the obligations, covenants, assurances and provisions express or implied contained in or subsisting in relation to the Debenture shall apply thereto and to the security thereby constituted as if expressly set out therein."

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

The Royal Bank of Scotland plc as security trustee for itself and the other Beneficiaries (as defined in the Schedule (Schedule of Definitions) hereto) ("RBS")

Postcode

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

Cameron McKenna  
Mitre House  
160 Aldersgate Street  
London EC1A 4DD  
NXM/ASI/009717.01090

(50887329.01

Time critical reference

For official Use  
Mortgage Section

Post room



KLO \*KMLMXHH8\* 164  
COMPANIES HOUSE 25/06/99

SCHEDULE

SCHEDULE OF DEFINITIONS

All defined terms and expressions herein used shall, if not otherwise defined, have the following meanings and any terms not herein defined shall have the meaning given to such term in the Common Terms Agreement:-

"Beneficiaries": means each Finance Party and each Borrower Subordinated Lender and each Consortium Relief Lender in each case from time to time;

"Beneficiaries Financing Agreements" means the Finance Documents and the Borrower Subordinated Facilities Agreement (but only in respect of and to the extent of the Borrower Subordinated Debt Facility and the Consortium Relief Facility and the provisions specifically relating thereto);

"Borrower Subordinated Lenders": means ABB T&D and TC&M in their capacity as providers of the Borrower Subordinated Debt Facility and as parties to the Borrower Management Agreement (and/or as appropriate, in each case subject to the terms of Clause 18 of the Sponsors and Shareholders Direct Agreement, their respective successors in title and permitted transferees and/or substitutes and/or assigns);

"Common Terms Agreement": means the common terms agreement dated the date of this Agreement and made between the Debtor (as Borrower) (1), EIB (2), the Banks (3), the Arrangers (4), the Beneficiaries' Agent (5), the Bank Facility Agent (6), the Account Bank (7), RBS (8), the Original Hedging Providers (9) and the Company (10) (as such terms are defined therein);

"Consortium Relief Lenders": means ABB Investments Limited and Seepower Limited in their capacity as providers of the Consortium Relief Facility (and/or as appropriate, in each case subject to the terms of Clause 18 of the Sponsors and Shareholders Direct Agreement their respective successors in title and permitted transferees;

"Consortium Relief Facility": means the term loan facility made available to the Debtor pursuant to the terms of the Borrower Subordinated Facilities Agreement;

"Debtor" means Power Asset Development Company Limited (Company Number 2340677);

"Finance Party" means each of EIB, each Bank, each Arranger, the Bank Facility Agent, the Lenders' Agent, the Account Bank, the Hedging Providers and the Security Trustee (as such terms are defined in the Common Terms Agreement);

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Short particulars of all the property mortgaged or charged

As a continuing security for the payment and discharge of the obligations and liabilities as described above by way of legal mortgage all of the freehold and/or leasehold property short particulars of which are set out below:

The properties the subject of and more particularly described in a lease dated 22nd June 1999 and made between (1) London Underground Limited (2) London Regional Transport and (3) the Company.

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T

Particulars as to commission allowance or discount (note 3)

NIL

Signed

Carmen Melena

Date

23/6/99

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 CF4 3UZ

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**Particulars of a mortgage or charge  
(continued)**

Continuation sheet No \_\_\_\_\_  
to Form No 395 and 410 (Scot)

CHFP025

Please complete  
legibly, preferably  
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Company Number

2340677

Name of Company

Seaboard Powerlink Limited

Limited\*

\* delete if  
inappropriate

Description of the instrument creating or evidencing the mortgage or charge (continued) (note 2)

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Names, addresses and descriptions of the mortgagees or persons entitled to the charge (continued)

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## CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No. 03221818

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A SUPPLEMENTAL LEGAL MORTGAGE DATED THE 22nd JUNE 1999 AND CREATED BY SEEBOARD POWERLINK LIMITED FOR SECURING ALL OBLIGATIONS AND LIABILITIES OF POWER ASSET DEVELOPMENT COMPANY LIMITED (THE DEBTOR) PURSUANT TO THE TERMS OF THE SPL DEBENTURE (AS DEFINED) WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 25th JUNE 1999.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 29th JUNE 1999.

A handwritten signature in black ink, appearing to be a stylized 'S' or 'J'.



C O M P A N I E S   H O U S E



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES