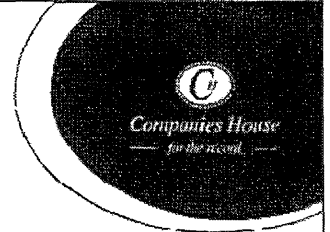


MG02

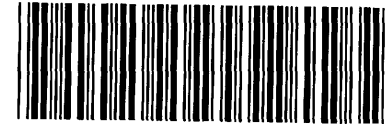
Statement of satisfaction in full or in part of mortgage or charge



What this form is for
You may use this form to register a
statement of satisfaction in full or in
part of a mortgage or charge.

What this form is NOT for
You cannot use this form to
register a statement of satisfaction in
full or in part of a fixed charge if
the company registered in Scotland
do this, please use form MG01

THURSDAY



JVU28XKZ

JNI

15/09/2011

77

COMPANIES HOUSE

1 Company details

Company number	N	1	0	2	6	3	3	2
Company name in full	AES (NI) Limited (the "Chargor")							

for official use

→ Filing in this form
Please complete in typescript or in
bold black capitals

All fields are mandatory unless
specified or indicated by *

2 Creation of charge

Date charge created	^d 1	^d 0	^m 1	^m 7	^y 2	^y 0	^y 8
Description	Supplemental Charge on Shares (the "Charge")						
Date of registration	^d 1	^d 7	^m 7	^m 2	^y 2	^y 0	^y 8

Ⓢ You should give a description of
the instrument (if any) creating or
evidencing the charge,
e.g. 'Legal charge'.

Ⓢ The date of registration may be
confirmed from the certificate

3 Name and address of chargee(s), or trustee(s) for the debenture holders

Please give the name and address of the chargee(s), or trustee(s) for the
debenture holders

Name	BNP Paribas S A (the "Security Trustee")						
Address	16 Boulevard des Italiens						
	Paris, France						
Postcode	7	5	0	0	9		
Name							
Address							
Postcode							
Name							
Address							
Postcode							

Continuation page
Please use a continuation page if
you need to enter more details.

25 SEP 2011

MG02

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

4 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Continuation page
Please use a continuation page if
you need to enter more details

Short particulars

In consideration of the Secured Parties giving time or credit or banking facilities to the Borrower and for the purpose of securing the discharge of the Secured Obligations, the Chargor as legal and beneficial owner CHARGED by way of fixed charge in favour of the Security Trustee as trustee for the Secured Parties as continuing security for the payment and discharge of the Secured Obligations, all of

(1) the Shares

(a) for which the certificates and other documents, which were or were about to be at the date of the Charge, deposited by the Chargor with the Security Trustee or its agents in accordance with Clause 7.1 of the Charge, or

(b) represented by any certificates or other documents which, at the date of the Charge or from time to time thereafter, were deposited by the Chargor with the Security Trustee or its agents or belonging to the Chargor and received by the Security Trustee or its agents after the execution thereof,

(2) the Derivative Assets.

(3) all dividends, interest and other income deriving at the date of the Charge or any time thereafter from any stocks, shares, or other securities, rights, moneys or other property for the time being falling within sub-clauses (a) or (b) above or deriving from any investment of any such dividends, interest or other income, and

(4) all moneys, income and amounts received from the redemption of all or any part of the Shares or the Derivative Assets

As continuing security for the due payment and discharge of the Secured Obligations the Security Trustee as trustee for the Secured Parties shall have a lien on the certificates relating to the Shares together with such further certificates which may from time to time be issued to the

5 Satisfaction of the debt

I confirm that the debt for which the charge described above was given has been paid or satisfied

- In full
 In part.

Please tick one box only

6 Signature

Please sign the form here

Signature

Signature

X

 Director X

This form must be signed by a person with an interest in the registration of the charge

MG02 - continuation page
Statement of satisfaction in full or in part of mortgage or charge

4	Short particulars of all the property mortgaged or charged
Short particulars	<p data-bbox="368 376 1061 409">Please give the short particulars of the property mortgaged or charged</p> <p data-bbox="368 439 1501 506">Chargor in respect of any conversion, bonus, redemption, option or otherwise relating to the Shares (The assets described above together, the "Charged Assets")</p> <p data-bbox="368 539 555 573">Negative Pledge</p> <p data-bbox="368 611 1513 678">The Chargor covenanted at the date of the Charge that it would not, without the prior written consent of the Security Trustee</p> <p data-bbox="368 712 1209 745">(a) create or permit to subsist any Security on or over the Charged Assets,</p> <p data-bbox="368 779 1513 846">(b) sell transfer or otherwise dispose of the Charged Assets or any part thereof or interest therein or attempt or agree so to do,</p> <p data-bbox="368 880 1501 1059">(c) suffer or permit the Borrower to issue any new shares (unless such new shares are charged in favour of the Security Trustee to its reasonable satisfaction), purchase, cancel or redeem any of its share capital or alter any rights attaching to its shares save as where the Borrower has certified in writing to the Agent at least 15 Business Days prior to such alteration that such alteration is in no way prejudicial to the interests of any Finance Party,</p> <p data-bbox="368 1093 1513 1272">(d) convene any meeting with a view to, or pass or suffer or permit the members of the Borrower to pass any resolution whether at an annual general meeting or an extraordinary general meeting or in writing pursuant to Article 389A of the Companies Order, now replaced by Chapter 2 of Part 13 of Companies Act 2006, effecting any alteration of any of the provisions of the Memorandum or Articles of Association of the Borrower in any manner inconsistent with any Transaction Document,</p> <p data-bbox="368 1305 1465 1373">(e) suffer or permit the Borrower to permit any person other than the Chargor to be registered as holders of the Charged Assets or any part thereof other than pursuant to the First Share Pledge,</p> <p data-bbox="368 1406 1513 1675">(f) claim any set-off or counterclaim against the Borrower or claim or prove in competition with the Security Trustee in the bankruptcy or liquidation of the Borrower or any other person liable or have the benefit of, or share in, any payment from or composition with, the Borrower for any indebtedness of the Borrower but so that, if so directed by the Security Trustee, it will prove for the whole or any part of its claim in the liquidation or bankruptcy of the Borrower, on terms that the benefit of such proof and of all money received by it in respect thereof shall be held on trust for the Security Trustee and applied in or towards discharge of the Secured Obligations and the liabilities and obligations of the Chargor to the Security Trustee under this Deed or otherwise secured by the Charge,</p> <p data-bbox="368 1709 1393 1742">(g) exercise any rights of subrogation, reimbursement and indemnity against the Borrower,</p> <p data-bbox="368 1776 1501 1843">(h) take or receive any Security from the Borrower in respect of the liability of the Chargor under the Charge</p>

MG02 - continuation page
Statement of satisfaction in full or in part of mortgage or charge

4	Short particulars of all the property mortgaged or charged
	Please give the short particulars of the property mortgaged or charged
Short particulars	<p>DEFINITIONS</p> <p>"Borrower" means AES Kilroot Power Limited, a company incorporated in Northern Ireland with company number NI026039 whose registered office is situate at Kilroot Power Station, Larne Road, Carrickfergus, County Antrim BT38 7LX;</p> <p>"Derivative Assets" means</p> <p>1 1.1 all allotments, accretions, offers and rights deriving from or incidental to any of the Shares including all stocks, shares and other securities, rights, monies and other property accruing, offered or issued at any time by way of bonus, redemption, exchange, purchase, substitution, conversion, preference, option or otherwise in respect of the Shares, and</p> <p>1 1 1 all dividends, interest or other income deriving from or incidental to the ownership of the Shares,</p> <p>"FGD Facility Agreement" means the FGD facility agreement, dated on or about the date of the Charge, between the Borrower, BNP Paribas S.A as agent and arranger and the Security Trustee,</p> <p>"First Share Pledge" means the charge over the Shares dated on or prior to the date of the Charge and executed by the Chargor in favour of Prudential Trustee Company Limited as security trustee for the Beneficiaries (as specified therein),</p> <p>"Secured Obligations" means all obligations owing to the Secured Parties or to the Security Trustee (whether for its own account or as trustee for the Secured Parties) by the Borrower under or pursuant to the Finance Documents, including any liability in respect of any further advances made under the Finance Documents whether present at the date of the Charge or thereafter, actual or contingent (and whether incurred by the Borrower alone or jointly, and whether as principal or surety or in some other capacity) except for any obligation or liability which, if it were included, would cause that obligation or liability or any of the Security in respect thereof, to be unlawful or prohibited by any applicable law;</p> <p>"Secured Parties" means the Finance Parties the DSR Agent the DSR Lenders and any Receiver or Delegate (and "Secured Party" means any of them),</p> <p>"Shares" means all of the Chargor's rights, title and interest from time to time in and to the shares of any class held either directly or indirectly, by the Chargor from time to time in the share capital of the Borrower (which shall be deemed to include all or any number of such shares but shall exclude the two ordinary shares of £1 each issued by the Borrower prior to 5 September 2008),</p> <p>"Transaction Documents" means the Material Project Documents and the Finance Documents</p> <p>Terms used herein which are not defined shall have the definitions ascribed to them in the Charge.</p>

MG02

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

 **Presenter information**

You do not have to give any contact information, but if you do it will help Companies House if there is a query on the form. The contact information you give will be visible to searchers of the public record

Contact name **Colm McElroy**

Company name **Arthur Cox Solicitors**

Address **Capital House**

3 Upper Queen Street

Post town **Belfast**

County/Region **Antrim**

Postcode **B T 1 6 P U**

Country **Northern Ireland**

Telephone **02890 230007**

 **Checklist**

We may return forms completed incorrectly or with information missing.

Please make sure you have remembered the following

- The company name and number match the information held on the public Register.
- You have completed the charge details in Section 2.
- You have completed the name and address of the chargee, or trustee for the debenture holders
- You have completed the short particulars of the property mortgaged or charged
- You have confirmed whether the charge is to be satisfied in full or in part
- You have signed the form

 **Important information**

Please note that all information on this form will appear on the public record.

 **Where to send**

You may return this form to any Companies House address, however for expediency we advise you to return it to the appropriate address below

For companies registered in England and Wales
The Registrar of Companies, Companies House,
Crown Way, Cardiff, Wales, CF14 3UZ
DX 33050 Cardiff

For companies registered in Scotland.
The Registrar of Companies, Companies House,
Fourth floor, Edinburgh Quay 2,
139 Fountainbridge, Edinburgh, Scotland, EH3 9FF
DX ED235 Edinburgh 1
or LP 4 Edinburgh 2 (Legal Post)

For companies registered in Northern Ireland.
The Registrar of Companies, Companies House,
Second Floor, The Linenhall, 32-38 Linenhall Street,
Belfast, Northern Ireland, BT2 8BG
DX 481 NR Belfast 1.

 **Further information**

For further information, please see the guidance notes on the website at www.companieshouse.gov.uk or email enquiries@companieshouse.gov.uk

This form is available in an alternative format. Please visit the forms page on the website at www.companieshouse.gov.uk

10
10