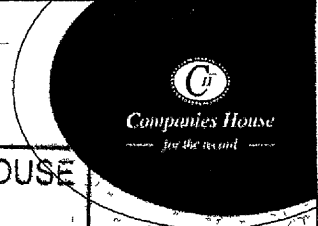


MG01

Particulars of a mortgage or charge



COMPANIES HOUSE
FEE PAID
BELFAST

A fee is payable with this form
We will not accept this form unless you send the correct fee
Please see 'How to pay' on the last page

- What this form is for**
You may use this form to register particulars of a mortgage or charge in England and Wales or Northern Ireland
- What this form is NOT for**
You cannot use this form to register particulars of a charge for a Scottish company. To do this, please use form MG01s

THURSDAY



JNI 15/09/2011 76
COMPANIES HOUSE

1 Company details		<small>FOR OFFICIAL USE</small> 9 → Filing in this form Please complete in typescript or in bold black capitals All fields are mandatory unless specified or indicated by *
Company number	N 1 0 2 6 3 3 2	
Company name in full	AES (NI) Limited (the "Chargor")	

2 Date of creation of charge	
Date of creation	d 0 8 m 0 9 y 2 0 1 1

3 Description	
Please give a description of the instrument (if any) creating or evidencing the charge, e.g. 'Trust Deed', 'Debenture', 'Mortgage', or 'Legal charge'	
Description	Share Charge (the "Share Charge")

4 Amount secured		Continuation page Please use a continuation page if you need to enter more details 15 SEP 2011
Amount secured	Please give us details of the amount secured by the mortgage or charge All present and future obligations and liabilities (including in respect of principal, interest, break-costs, discount, commission, fees and expenses) of the Company to the Secured Parties or to the Security Trustee (whether for its own account or as trustee for the Secured Parties) under or pursuant to the Finance Documents, actual or contingent, whether owed jointly or severally, whether as principal or as surety or in any other capacity whatsoever and in any currency, on any current or other account or otherwise in any manner whatsoever and any reference to Secured Obligations means a reference to any of them (the "Secured Obligations") PLEASE SEE CONTINUATION SHEET	

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Particulars of a mortgage or charge

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Amount secured

Please give us details of the amount secured by the mortgage or charge

Amount secured

Limited Recourse

Notwithstanding any other provision of the Finance Documents, it is expressly agreed and understood that

the sole recourse of the Security Trustee and the Secured Parties under the Share Charge is to the Chargor's interest in the Charged Property, and

the liability of the Chargor to the Secured Parties pursuant to or otherwise in connection with the Finance Documents shall be.

(a) limited in aggregate to an amount equal to that recovered as a result of enforcement of the Share Charge with respect to the Charged Property, and

(b) satisfied only from the proceeds of sale or other disposal or realisation of the Charged Property pursuant to the Share Charge

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Particulars of a mortgage or charge

5 Mortgagee(s) or person(s) entitled to the charge (if any)

Please give the name and address of the mortgagee(s) or person(s) entitled to the charge

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

Name Barclays Bank plc (the "Security Trustee")

Address 1 Churchill Place, London

Postcode E 1 4 5 H P

Name

Address

Postcode

6 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

As a continuing security for the Secured Obligations, the Chargor as legal and beneficial owner thereby charged to the Security Trustee, by way of a first fixed charge, all of its right, title and interest in and to the Charged Property

The Chargor thereby covenanted that during the Security Period it would remain the legal and beneficial owner of the Charged Property and that it would not, without the prior written consent of the Security Trustee

create or suffer the creation or existence of any Encumbrances (other than those created by the Share Charge) on or in respect of the whole of any part of the Charged Property or any of its interest therein,

sell, assign, transfer or otherwise dispose of any of its interest in the Charged Property in any such case, or

permit any of the Charged Shares to be redeemed and repaid

Schedule A

Company

Number and
Description of Shares

Registered Holder

AES Kilroot Power Limited

3 Ordinary Shares of £1 each

AES (NI) Limited

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Particulars of a mortgage or charge

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Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

Definitions

"Company" means AES Kilroot Power Limited, a company incorporated in Northern Ireland with registered number NI026039 and having its registered office at Kilroot Power Station, Larne Road, Carrickfergus, Co Antrim, BT38 7LX,

"Charged Property" means all the issued shares in the capital of the Company as described in Schedule A of the Share Charge and this Form MG01 and all other shares and share warrants in the capital of the Company from time to time legally or beneficially owned by the Chargor during the Security Period (together the Charged Shares) and all dividends or other distributions, interest and other moneys paid or payable after the date thereof in connection therewith and all interests in and all rights actual or contingent accruing at any time to or benefits in respect of all or any of the Charged Shares (whether by way of redemption, bonus, preference, option, substitution, conversion or otherwise),

"Charged Shares" has the meaning assigned thereto in the definition of Charged Property,

"Encumbrance" means any form of mortgage, charge, pledge, lien, assignment, hypothecation, right of set-off or other security interest or any agreement or arrangement having the effect of creating such,

"Facilities Agreement" means the facilities agreement dated on or about the date of the Share Charge and entered into between, inter alios, the Company as the Borrower, Barclays Corporate as the Arranger, the Financial Institutions named in Part B of Schedule 1 as the Original Term Loan Facility Lenders, the Financial Institutions named in Part C of Schedule 1 as the Original DSR Facility Lenders, Barclays Bank PLC as the Agent, Barclays Bank PLC as the Security Trustee and Barclays Bank PLC as the Account Bank,

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Particulars of a mortgage or charge

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Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

"Finance Documents" means

- (a) the Facilities Agreement,
- (b) the Security Documents
- (c) any Fee Letter,
- (d) any Transfer Certificate,
- (e) any Accession Letter,
- (f) any Hedging Document (save for the purposes of Clause 12 of the Facilities Agreement (Tax gross Up and Indemnities),
- (g) the Intercreditor Agreement, and
- (h) any other documents designated as such by the Agent and the Borrower

"Intercreditor Agreement" means the intercreditor agreement dated on or about the date of the Share Charge and entered into between, amongst others, the Company, the Agent, the Security Trustee, the Lenders and the Hedging Bank,

"Parties" mean the parties to the Share Charge,

"Receiver" means a receiver (whether appointed pursuant to the Share Charge, pursuant to any statute, by a court or otherwise) of the Charged Property or any part of it,

"Secured Parties" means the Finance Parties, any Hedging Bank and any Receiver or Delegate (and "Secured Party" means any of them)

"Security Period" means the period commencing on the date of the execution of the Share Charge and terminating upon the date on which the Security Trustee notifies the Chargor that the Secured Obligations have been unconditionally and irrevocably paid and discharged in full, such notice to be issued as soon as reasonably practicable after the Secured Obligations have been unconditionally and irrevocably paid and discharged in full

Any defined terms within this MG01 not defined hereto have the definition ascribed to them in the Share Charge and the Facilities Agreement

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Particulars as to commission, allowance or discount (if any)

Please insert the amount or rate percent of any commission, allowance or discount paid or made either directly or indirectly by the company to any person on consideration of his

- subscribing or agreeing to subscribe, whether absolutely or conditionally, or
- procuring or agreeing to procure subscriptions, whether absolute or conditional,

for any debentures included in this return. The rate of interest payable under the terms of the debentures should not be entered

Commission allowance or discount

Nil

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Delivery of instrument

You must deliver the original instrument (if any) creating or evidencing the charge and these prescribed particulars to the Registrar of Companies within 21 days after the date of creation of the charge (section 860). If the property is situated and the charge was created outside the United Kingdom (UK), you must deliver the information to the Registrar within 21 days after the date on which the instrument could have been received in the UK in the normal course of post and assuming you had posted it promptly (section 870).

We will accept a verified copy of the instrument creating the charge where the property charged is situated and the charge was created outside the UK (section 866). The company or the person who has delivered the copy to the Registrar must verify it to be a correct copy and sign it. Where a body corporate gives the verification, an officer of that body must sign it. We will also accept a verified copy where section 867(2) applies (property situated in another part of UK).

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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.

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Particulars of a 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 and will establish where we return the original documents. The contact information you give will be visible to searchers of the public record.

Contact name	Laura Kar Ling Ho
Company name	A&L Goodbody Northern Ireland
Address	6th Floor, Lesley Tower 42-46 Fountain Street
Post town	Belfast
County/Region	Antrim
Postcode	B T 1 5 E F
Country	Northern Ireland
DX	2016 NR Belfast 2
Telephone	028 90 314466

Certificate

We will send your certificate to the presenter's address if given above or to the Company's Registered Office if you have left the presenter's information blank.

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 included the original deed with this form
- You have entered the date the charge was created
- You have supplied the description of the instrument
- You have given details of the amount secured by the mortgagee or chargee
- You have given details of the mortgagee(s) or person(s) entitled to the charge
- You have entered the short particulars of all the property mortgaged or charged
- You have signed the form
- You have enclosed the correct fee

Important information

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

How to pay

A fee of £13 is payable to Companies House in respect of each mortgage or charge.

Make cheques or postal orders payable to 'Companies House'.

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

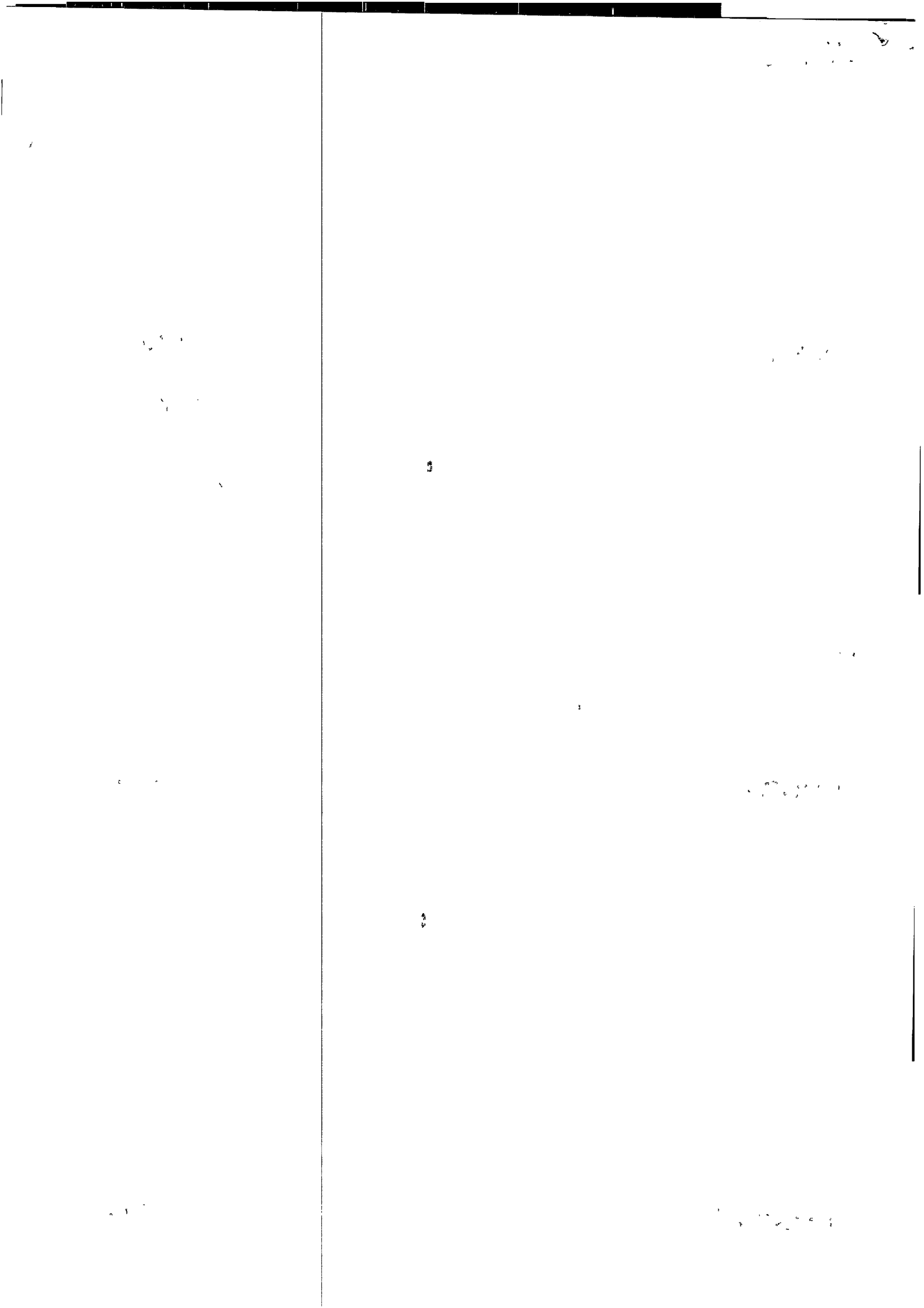
For companies registered in Scotland
The Registrar of Companies, Companies House,
Fourth floor, Edinburgh Quay 2,
139 Fountainbridge, Edinburgh, Scotland, EH3 9FF
DX ED235 Edinburgh 1
or LP - 4 Edinburgh 2 (Legal Post)

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 N R 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





FILE COPY

**CERTIFICATE OF THE REGISTRATION
OF A MORTGAGE OR CHARGE**

Pursuant to section 869(5) & (6) of the Companies Act 2006

**COMPANY NO. NI26332
CHARGE NO. 9**

**THE REGISTRAR OF COMPANIES FOR NORTHERN IRELAND
HEREBY CERTIFIES THAT A SHARE CHARGE DATED 8
SEPTEMBER 2011 AND CREATED BY AES (NI) LIMITED FOR
SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE
COMPANY TO BARCLAYS BANK PLC WAS REGISTERED
PURSUANT TO CHAPTER 1 PART 25 OF THE COMPANIES ACT
2006 ON THE 15 SEPTEMBER 2011**

**GIVEN AT COMPANIES HOUSE, BELFAST THE 16 SEPTEMBER
2011**



Companies House
— for the record —



**THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES**

