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## Particulars of a mortgage or charge subject to which property has been acquired

400

Pursuant to section 400 of the Companies Act 1985

To the Registrar of Companies

For official use

Company number



02548079

Name of Company

SPV Management Limited (the "Company")

Date and description of the instrument (if any) creating or evidencing the mortgage or charge (note 1)

Accession Deed dated 20th April 1994

Amount secured by the mortgage or charge See attached continuation sheet.

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

Bankers Trustee Company Limited (the "Trustee") as Trustee for and on behalf of the Secured Parties of 1 Appold Street, London EC2A 2AG

Short particulars of the property mortgaged or charged

By the Accession Deed, the Company agreed that on and from 20th April, 1994 it would be bound by the Share Charge as if it has been a party to the Share Charge in the capacity of an equity participant in relation to the shares transferred. The shares transferred are as defined below. The Share Charge is a Deed of Charge dated 29th December 1993 between The Goldman Sachs Group, L.P. and Bankers Trustee Company Limited, as amended by a deed (the "Deed of Variation and Security") made the 19th day of April 1994 between the same parties. By Clause 4.2 of the Deed of Variation and Security and Clause 2.1 of the Deed of Charge dated 29th December 1993, The Goldman Sachs Group L.P. charged in favour of Bankers Trustee Company Limited all its interest in the Charged Property with the intent that such

Continue on page 2 as necessary

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

Simmons & Simmons  
14 Dominion Street  
London EC2M 2RJ

Ref: 5A/P22G28/JD

Time critical reference

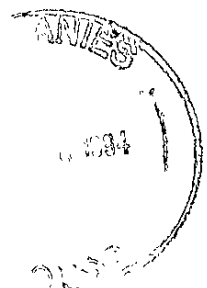
For official use

Mortgage Section

Post Room

REGISTERED

28 APR 1994



Date of the acquisition of the property 20<sup>th</sup> April 1994

Signed *S. J. G. G. G. G.* Designation: *Director* Date 26.4.94

*Manager*

## NOTES

2 A verified copy of the instrument must be delivered with these particulars correctly completed to the Registrar of Companies within 21 days after the date of the completion of the acquisition of the property which is subject to the mortgage or charge. 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. If the property is situated outside Great Britain and the charge was created outside Great Britain, they must be delivered within 21 days after the date on which the copy of the instrument could in due course of post, and if despatched with due diligence have been received in the United Kingdom.

!Amount secured cont..!

Collectively the Senior Debt Obligations and the New Subordinated Obligations and all liabilities and obligations owed to the Trustee under any of Security Agreements or the Participation Agreement but excluding any Extension Amount (the "Secured Obligations").

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"Charged Property":

means:-

- (i) the Shares;
- (ii) all dividends, distributions and other income now or hereafter paid or payable on or derived from the Shares;
- (iii) all shares or other property derived from the Shares (whether by way of bonus, option or otherwise); and
- (iv) all other accretions, rights, benefits and advantages of all kinds now or hereafter accruing, offered or otherwise derived from the Shares (whether by way of conversion, redemption, bonus, preference, option, offer or otherwise).

"Company"

means Northern Gas Processing Limited.

"New Subordinated Obligations"

means all liabilities and obligations of the Company to any New Subordinated Noteholder, matured or contingent, joint, several or independent, now or hereafter existing, due or to become due to, or held or to be held by any New Subordinated Noteholder, whether created directly or acquired by assignment or otherwise, to the extent that the same arise under the New Subordinated Note Purchase Agreement, any other Operative Document or the New Subordinated Notes but excluding any Extension Amount.

"Secured Obligations"

means collectively the Senior Debt Obligations and the New Subordinated Obligations and all liabilities and obligations owed to the Trustee under any of the Security Agreements or the Participation Agreement but excluding any Extension Amount.

"Secured Parties"

means collectively the Purchaser and each of its successors and assigns as Noteholders and the New Subordinated Note Purchasers and their successors and assigns as New Subordinated Noteholders.

**"Senior Debt Obligations"**

means all liabilities and obligations of the Company to any Noteholder, matured or contingent, joint, several or independent, now or hereafter existing, due or to become due to, or held or to be held by or for the benefit of any Noteholder, whether created directly or acquired by assignment or otherwise, to the extent that the same arise under the Note Purchase Agreement, any other Operative Document or the Notes, including, without limitation, the Obligations but excluding any Extension Amount.

**"Shares"**

means the 100 Ordinary Shares of U.S. \$1 each in the capital of the Company.

Words and expressions defined in the Note Purchase Agreement dated as of December 20, 1993 between the Company and The Prudential Insurance Company of America (as amended and supplemented to and including 19th April 1994) bear the same meaning when used in the Deed of Variation and Security and in this Form 395 provided that references therein to "Required Holders" shall, from the date when there shall be no Notes outstanding, be deemed to be references to the Required Subordinated Holders.

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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. 02548079

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT AN ACCESSION DEED FOR ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO BANKERS TRUST COMPANY LIMITED UNDER THE TERMS OF ANY SECURITY AGREEMENTS OR THE PARTICIPATION AGREEMENT SECURED ON THE PROPERTY ACQUIRED BY SPV MANAGEMENT LIMITED ON THE 20th APRIL 1994 WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 28th APRIL 1994.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 3rd MAY 1994.

M. SAHA

for the Registrar of Companies



C O M P A N I E S H O U S E

V.C  
3.5.94

HC026B