

# M

CHFP010.

Please do not write in  
this margin

COMPANIES FORM No. 403a

## Declaration of satisfaction in full or in part of mortgage or charge

# 403a

Pursuant to section 403(1) of the Companies Act 1985

Please complete  
legibly, preferably in  
black type, or bold  
block letteringTo the Registrar of Companies  
(address overleaf)

For official use

Company Number

Name of company

03114615

\* Insert full name of  
company

\* NORTHUMBRIAN SERVICES LIMITED

(FORMERLY ONDEO SERVICES UK PLC)

I, CHRISTOPHER MICHAEL GREEN

of NORTHUMBRIA HOUSE, ABBEY ROAD, PITY ME, DURHAM, DH1 5FJ

† delete as  
appropriate[a director][the secretary][~~the administrator~~][~~the administrative receiver~~]† of the above company, do  
solemnly and sincerely declare that the debt for which the charge described below was given has  
been paid or satisfied in [full][part]†# insert a  
description of the  
instrument(s)  
creating or  
evidencing the  
charge, eg  
'Mortgage',  
'Charge',  
Debenture' etc

Date and description of charge # SECURITY ACCESSION DEED DATED 23 MAY 2003

Date of registration 2ND JUNE 2003

Name and address of [chargee][~~trustee for the debenture holders~~]† DEUTSCHE TRUSTEE CO LTD

GREAT WINCHESTER ST, LONDON, EC2N 2DB

Ø the date of  
registration may  
be confirmed from  
the certificate

Short particulars of property charged \$ SEE SCHEDULES 1 AND 3 ATTACHED TO FORM 395

\$ insert brief details  
of propertyAnd I make this solemn declaration conscientiously believing the same to be true and by virtue of the  
provisions of the Statutory Declarations Act 1835.Declared at DURHAM

Declarant to sign below

on 

Day	Month	Year
07	10	2004

before me J. S. Priestley  
David Shaw Priestley  
Notary Public  
PO Box 53. Ponteland  
Newcastle upon Tyne  
NE18 0YZ EnglandA Commissioner for Oaths or Notary Public or Justice of the Peace or a Solicitor  
having the powers conferred on a Commissioner for Oaths.Presentor's name, address  
and reference (if any):J POWELL  
NORTHUMBRIAN WATER LTD  
DURHAM HOUSE  
ABBAY ROAD  
PITY ME  
DURHAM  
DH1 5FJ  
DX 717041 DURHAM 15

For official use

Mortgage Section

Post room

A21  
COMPANIES HOUSE0206  
08/10/04

*Schedules to Form 395 relating to the Security Accession Deed made on 23 May 2003 by Ondeo Services UK plc (Company No: 03114615) in order to accede to the Composite Debenture dated 16 May 2003.*

## **SCHEDULE 1**

### **DEFINITIONS**

In this form 395:

**"Accession Letter"** means a document substantially in the form set out in Part I or Part II of Schedule 6 of the Facilities Agreement.

**"Accounts"** means any credit balance from time to time on any account opened or maintained by the Company with the Security Trustee or any other financial institution and all Related Rights.

**"Affiliate"** means in relation to any person, a Subsidiary of that person or a Holding Company of that person or any other Subsidiary of that Holding Company.

**"Arranger"** means Deutsche Bank AG London.

**"Assigned Accounts"** means any Account opened or maintained by the Company with the Security Trustee or any other financial institution details of which are set out in Schedule 4 of this Form 395 (and any renewal or redesignation thereof) and any other Account that may from time to time be identified in writing as an Assigned Account by the Security Trustee.

**"Bank Guarantee"** has the meaning given to it in the Facilities Agreement.

**"Facility Agent"** means Deutsche Bank AG London.

**"Facilities Agreement"** means the facilities agreement dated 16 May 2003 between, *inter alia*, the Company as borrower, Deutsche Bank AG London as Arranger, Original Lender, Facility Agent and Facility D Issuing Bank, and the Security Trustee, as amended, varied, novated or supplemented from time to time.

**"Facility C Bank Guarantee"** has the meaning given to it in the Facilities Agreement.

**"Facility C Fronting Bank"** means a Qualifying Guarantor who acts as a fronting bank under any Facility C Bank Guarantee and who has acceded to the Facilities Agreement pursuant to Clause 27.7 (*Facility C Fronting Banks*) thereto.

**"Facility D Issuing Bank"** means Deutsche Bank AG London.

**"Fee Letter"** has the meaning given to it in the Facilities Agreement.

**"Finance Documents"** means the Facilities Agreement, any Fee Letter, any Accession Letter, any Resignation Letter, any Obligor Transfer Certificate, any Transaction Security Document, the Hedging Letter, any Hedging Agreement, the Intercompany Loan Agreement, each Bank Guarantee issued under the Facilities Agreement and any other document designated as a "Finance Document" by the Facility Agent and the Company.

**"Hedge Counterparty"** means a Lender or an Affiliate of a Lender who complies with the conditions set out in the Hedging Letter in respect of Hedge Counterparties and whose long-term debt credit rating is, at any time, no less than A- (S&P) or equivalent from any other credit rating agency and who accedes to the Facilities Agreement in accordance with Clause 29 (*Hedge Counterparties: Rights and Obligations*) thereto.

**"Hedging Agreement"** has the meaning given to it in the Facilities Agreement.

**"Hedging Letter"** has the meaning given to it in the Facilities Agreement.

**"Holding Company"** means, in relation to a company or corporation, any other company or corporation in respect of which it is a Subsidiary.

**"Insurance Policy"** means any policy of insurance (including life insurance or assurance) in which the Company may from time to time have an interest.

**"Intellectual Property"** means any patents, trade marks, service marks, designs, business names, copyrights, design rights, moral rights, inventions, confidential information, knowhow and other intellectual property rights and interests, whether registered or unregistered, the benefit of all applications and rights to use such assets and all Related Rights.

**"Intercompany Loan Agreement"** has the meaning given to it in the Facilities Agreement.

**"Investments"** means:

- (a) any stocks, shares, debentures, securities and certificates of deposit (but not including the Shares);
- (b) all interests in collective investment schemes; and
- (c) all warrants, options and other rights to subscribe or acquire any of the investments described in (a) and (b),

in each case whether held directly by or to the order of the Company or by any trustee, nominee, fiduciary or clearance system on its behalf and all Related Rights (including all rights against any such trustee, nominee, fiduciary or clearance system).

**"Lender"** means Deutsche Bank AG London, as Original Lender, and any bank, financial institution, trust, fund or other entity which becomes a party to the Facilities Agreement in accordance with Clause 27 (*Changes to the Lenders*) thereto which in each case has not ceased to be a party to the Facilities Agreement in accordance with the terms therein.

**"Monetary Claims"** means any book and other debts and monetary claims owing to the Company and any proceeds thereof (including any claims or sums of money deriving from or in relation to any Intellectual Property, any Investment, the proceeds of any Insurance Policy, any court order or judgment, any contract or agreement to which the Company is a party and any other assets, property, rights or undertaking of the Company).

**"Obligor Transfer Certificate"** has the meaning given to it in the Facilities Agreement.

**"Original Lender"** means Deutsche Bank AG London.

**"Qualifying Guarantor"** has the meaning given to it in the Facilities Agreement.

**"Real Property"** means:

- (a) any freehold, leasehold or immovable property; and
- (b) any buildings, fixtures, fittings, fixed plant or machinery from time to time situated on or forming part of such freehold or leasehold property,

and includes all Related Rights.

**"Related Rights"** means in relation to any asset:

- (a) the proceeds of sale of any part of that asset;
- (b) all rights under any licence, agreement for sale or agreement for lease in respect of that asset;
- (c) all rights, benefits, claims, contracts, warranties, remedies, security, indemnities or covenants for title in respect of that asset; and
- (d) any moneys and proceeds paid or payable in respect of that asset.

**"Resignation Letter"** has the meaning given to it in the Facilities Agreement.

**"Secured Parties"** means the Security Trustee, the Facility Agent, each Lender, the Facility D Issuing Bank, each Facility C Fronting Bank and each Hedge Counterparty from time to time party to the Facilities Agreement.

**"Shares"** means all shares specified in Schedule 5 hereto and all other shares held legally and/or beneficially by the Company at any time.

**"Specific Contracts"** means:

- (a) the Sale and Purchase Agreement dated 16 May 2003 relating to the entire issued share capital of Ondo Services UK plc and made between Northumbrian Water Group plc (formerly known as Aquavit plc) as purchaser, the Vendors (as defined therein) and others; and
- (b) the Tax Deed of Covenant dated on or around the date hereof and made between, *inter alia*, Northumbrian Water Group plc (formerly known as Aquavit plc) and the Vendors (as defined therein) and others.

**"Subsidiary"** means in relation to any company or corporation, a company or corporation:

- (a) which is controlled, directly or indirectly, by the first mentioned company or corporation;
- (b) more than half the issued share capital of which is beneficially owned, directly or indirectly by the first mentioned company or corporation; or

(c) which is a Subsidiary of another Subsidiary of the first mentioned company or corporation,

and for this purpose, a company or corporation shall be treated as being controlled by another if that other company or corporation is able to direct its affairs and/or to control the composition of its board of directors or equivalent body.

**"Tangible Moveable Property"** means any plant, machinery, office equipment, computers, vehicles and other chattels (excluding any for the time being forming part of the Company's stock in trade or work in progress) and all Related Rights.

**"Transaction Security Document"** has the meaning given to it in the Facilities Agreement.

### SCHEDULE 3

#### SHORT PARTICULARS OF ALL THE PROPERTY CHARGED

In the Security Accession Deed and the Composite Debenture the Company:

- (a) charged with full title guarantee in favour of the Security Trustee as trustee for the Secured Parties with the payment and discharge of the Secured Obligations, by way of first fixed charge (which so far as it relates to land in England and Wales vested in the Company at the date hereof shall be a charge by way of legal mortgage) all the Company's right, title and interest from time to time in and to each of the following assets:
  - (i) the Real Property;
  - (ii) the Tangible Moveable Property;
  - (iii) the Accounts (other than the Assigned Accounts);
  - (iv) the Intellectual Property;
  - (v) any goodwill and rights in relation to the uncalled capital of the Company;
  - (vi) the Investments;
  - (vii) the Shares, all dividends, interest and other monies payable in respect of the Shares and all other Related Rights (whether derived by way of redemption, bonus, preference, option, substitution, conversion or otherwise); and
  - (viii) all Monetary Claims other than any claims which are otherwise subject to a fixed charge or assignment (at law or in equity) pursuant to the Composite Debenture and all Related Rights.
- (b) assigned with full title guarantee to the Security Trustee as trustee for the Secured Parties as security for the payment and discharge of the Secured Obligations all the Company's right, title and interest from time to time in and to each of the following assets (subject to obtaining any necessary consent to that assignment from any third party):
  - (i) the proceeds of any Insurance Policy and all Related Rights in respect of any Insurance Policy
  - (ii) each of the Specific Contracts; and
  - (iii) all rights and claims in relation to any Assigned Account.
- (c) charged with full title guarantee in favour of the Security Trustee as trustee for the Secured Parties with the payment and discharge of the Secured Obligations by way of first floating charge the whole of the Company's undertaking and assets, present and future, wheresoever situated, other than any assets validly and effectively charged or

assigned (whether at law or in equity) by way of fixed security under the laws of England and Wales, or of the jurisdiction in which that asset is situated, in favour of the Trustee as security for the Secured Obligations. Paragraph 14 of Schedule B1 to the Insolvency Act 1986 applies to the floating charge created pursuant to the Security Accession Deed and the Composite Debenture.

**FURTHER ASSURANCE**

The Composite Debenture contains covenants for further assurance.

**NEGATIVE PLEDGE**

The Composite Debenture contains a negative pledge.

# SCHEDULE 5

## SHARES

Name of Company	Issued Capital Share	Description and Number of Shares Held
Analytical and Environmental Services Limited	2 Ordinary Shares of £1 each	2 Ordinary Shares
<del>AYR Environmental Services Operations Limited</del>	<del>3 Class "A" Ordinary Shares of £1 each and 1 Class "B" Ordinary Share of £1</del>	<del>3 Class "A" Ordinary Shares</del>
<del>Caledonian Environmental Levenmouth Treatment Services Limited</del>	<del>3 Class "A" Ordinary Shares of £1 each 1 Class "B" Ordinary Share of £1</del>	<del>3 Class "B" Ordinary Shares</del>
<del>Caledonian Environmental Services Holdings Limited</del>	<del>37,500 Class "A" Ordinary Shares of £1 each and 12,500 Class "B" Ordinary Shares of £1 each</del>	<del>37,500 Class "A" Ordinary Shares</del>
<del>Caledonian Environmental Services plc</del>	<del>50,000 Ordinary Shares of £1 each</del>	<del>1 Ordinary Share</del>
Coquetdale Property Investments Limited	2 Ordinary Shares	2 Ordinary Shares
EL Water Management Services Limited	600,000 Ordinary Shares of £1 each	600,000 Ordinary Shares
Entec Gould Group Limited	2,072,865 Ordinary Shares of £0.25 each	2,072,865 Ordinary Shares
Entec UK Limited	13,774,759 Ordinary Shares of £1 each	13,774,759 Ordinary Shares
Essex & Suffolk Water Limited	7,361,504 Class "A" Ordinary Shares of £1 each and 3,097,681 Class "B" Ordinary Shares of £1 each	7,323,637 Ordinary "A" Shares 3,086,714 Ordinary "B" Shares
Fastflow Pipeline Services Limited	400,000 Class "A" Ordinary Shares of £1 each and 400,000 Class "B" Ordinary Shares of £1 each	400,000 of each Class "A" and Class "B" Ordinary Shares
Lyonnaise Des Eaux (Gibraltar) Limited	1,500,000 Class "A" Ordinary Shares of £1 each and 3,000 Class "B" Ordinary Shares of £1 each	3,000,000 Class "B" Ordinary Shares

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AS PER SCHEDULE ATTACHED



Name of Company	Issued Capital Share	Description and Number of Shares Held
Northumbrian Holdings Limited	28,954,422 Ordinary Shares of £1 each	28,954,422 Ordinary Shares
Northumbrian Lyonnaise Pensions Trustees Limited	2 Ordinary Shares of £1 each	1 Ordinary Share
Northumbrian Lyonnaise Projects Limited	2 Ordinary Shares of £1 each	2 Ordinary Shares
Northumbrian Lyonnaise Technology and Research Centre Limited	1 Ordinary Share of £1	1 Ordinary Share
Northumbrian Overseas Investments Limited	100,000,001 Ordinary Shares of £1 each	100,000,001 Ordinary Shares
Northumbrian Water Limited	122,650,000 Ordinary Shares of £1 each	122,650,000 Ordinary Shares
ONDEO Services Nordic AS	2,050 Shares of NOK 1000 each	3,050 Shares
St. Mary's Court Leasing Limited	100 Ordinary Shares of £1 each	100 Ordinary Shares
Suez Industrial Solutions (Sellafield) Limited	1 Ordinary Share of £1	1 Ordinary Share
Three Rivers Insurance Company Limited	£400,000 Ordinary Shares of £1 each	400,000 Ordinary Shares
ULG Northumbrian Limited	25,000 Ordinary Shares of £1 each	25,000 Ordinary Shares
Vehicle Leasing and Services Limited	950,000 Class "A" Ordinary Shares of £1 each and 950,000 Class "B" Ordinary Shares of £1 each	950,000 Class "B" Ordinary Shares
Wastewater Management Holdings Limited	150,000 Class "A" Ordinary Shares of £1 each 75,000 Class "B" Ordinary Shares of £1 each and 75,000 Class "C" Ordinary Shares of £1 each	150,000 Class "A" Ordinary Shares

*Schedules to Form 403b relating to the declaration that part of the property or undertaking charged has been released from the charge created by a Security Accession Deed made on 23 May 2003 by Northumbrian Services Limited (formerly known as Ondeo Services UK plc) (Company No: 03114615) in order to accede to the Composite Debenture dated 16 May 2003.*

## SCHEDULE 1

### DEFINITIONS

**"Related Rights"** means in relation to any asset:

- (a) the proceeds of sale of any part of that asset;
- (b) all rights under any licence, agreement for sale or agreement for lease in respect of that asset;
- (c) all rights, benefits, claims, contracts, warranties, remedies, security, indemnities or covenants for title in respect of that asset; and

any moneys and proceeds paid or payable in respect of that asset.

**"Shares"** means all shares specified below:

Name of Company	Issued Capital Share	Description and Number of Shares Held
AYR Environmental Services Operations Limited	3 Class "A" Ordinary Shares of £1 each and 1 Class "B" Ordinary Share of £1	3 Class "A" Ordinary Shares
Caledonian Environmental Levenmouth Treatment Services Limited	3 Class "A" Ordinary Shares of £1 each 1 Class "B" Ordinary Share of £1	3 Class "B" Ordinary Shares
Caledonian Environmental Services Holdings Limited	37,500 Class "A" Ordinary Shares of £1 each and 12,500 Class "B" Ordinary Shares of £1 each	37,500 Class "A" Ordinary Shares
Caledonian Environmental Services plc	50,000 Ordinary Shares of £1 each	1 Ordinary Share