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legibly, preferably
in black type, or
bold block lettering

* insert full name
of Company

COMPANIES FORM No. 395

133162/10

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

		1
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3462783

Name of company

* WAINSTONES POWER LIMITED (the "Company")

Date of creation of the charge

20 April 2004

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

LEGAL CHARGE dated 20 April 2004 between the Company and the Chargee (the "Legal Charge")

Amount secured by the mortgage or charge

All money and liabilities as at 20 April or thereafter due, owing or incurred to the Chargee by the Company under the Finance Documents at present or in the future, in any manner whether actual or contingent, whether incurred solely or jointly with any person and whether as principal or surety, together with all interest accruing thereon and all costs, charges and expenses incurred in connection therewith except for any money or liability which, if it were so included, would cause infringement of section 151 of the Companies Act 1985 (the "Indebtedness").

Continued on Addendum 2/4

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

GB GAS HOLDINGS LIMITED, Millstream Maidenhead Road, Windsor, Berkshire (the "Chargee")

Postcode SL4 5GD

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

Ashurst
Broadwalk House
5 Appold Street
London EC2A 2HA

PWB/JRO/666C.00040/3381063

Time critical reference

For official Use
Mortgage Section

Post room



A14
COMPANIES HOUSE

0653
28/04/04

1. CHARGING CLAUSE

1.1 As security for the payment to the Chargee of the Indebtedness the Company charged in favour of the Chargee with full title guarantee:

(a) by way of first legal mortgage all the Property together with all buildings and fixtures (including trade and tenant's fixtures belonging to the Company) at any time thereon; and

(b) by way of first fixed charge all proceeds of sale derived from the Property, the benefit of all warranties, covenants (including for title), licences, consents, agreements and authorisations from time to time enjoyed, received, held or utilised (as the case may be) by the Company in connection with its ownership or use of the Property.

Continued on Addendum 4/4

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Please complete legibly, preferably in black type, or bold block lettering

Particulars as to commission allowance or discount (note 3)

Nil

Signed

Ashurst

Date

27.4.04

On behalf of chargee[†]

A fee of £10 is payable to Companies House in respect of each register entry for a mortgage or charge. (See note 5)

NOTES

† delete as appropriate

- 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 CF14 3UZ

Company number

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Name of company

* insert full name
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* WAINSTONES POWER LIMITED (the "Company")

Addendum 1/4

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

Addendum 2/4

2. Amount due or owing on the mortgage or charge (continued)

In this form:

"Finance Documents" means the Legal Charge, the facility agreement between the Company and the Chargee dated 20 April 2004 and any other document expressed to be made supplemental to and/or modified any of the foregoing or entered into by the Company pursuant to the foregoing;

"Property" means the freehold land at Higher Langage Farm, Plympton, South Hams, Devon with title number DN458230;

"Security Interest" means any mortgage, charge (fixed or floating), pledge, lien, hypothecation, trust, assignment by way of security or any other security interest whatsoever, howsoever created or arising or any other agreement or arrangement (including, without limitation, a sale and repurchase arrangement entered into primarily as a method of raising finance or of financing the acquisition of an asset) having the commercial effect of conferring security.

Company number

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Addendum 3/4

3. Names, addresses and description of the mortgagees or persons entitled to the charge (continued)

Name of company

* insert full name
of company

* WAINSTONES POWER LIMITED (the "Company")

Addendum 4/4

4. Short particulars of all the property mortgaged or charged (continued)

2. FURTHER ASSURANCE

2.1 General

(a) The Company will, at its own expense, promptly following request by the Chargee, execute such deeds and other agreements and otherwise take whatever action the Chargee may reasonably require:

(i) to perfect and/or protect the security created (or intended to be created) by the Legal Charge;

(ii) to facilitate the realisation or enforcement of such security; and/or

(iii) to facilitate the exercise of any of the Chargee's rights, powers or discretions under the Legal Charge,

including the conversion of charges to assignments, equitable security to legal security, the execution of any transfer, conveyance, assignment or assurance whatsoever and the giving of all notices, orders, instructions and directions whatsoever.

(b) Any security document required to be executed by the Company under clause 5.1 of the Legal Charge will contain clauses corresponding to and no more onerous than the provisions set out in the legal charge.

3. NEGATIVE PLEDGE AND DISPOSAL RESTRICTIONS

3.1 The Company shall not:

(a) create or agree to create or permit to subsist any Security Interest on or over all or any part of the Property (other than the Security Interest constituted by the Legal Charge);

(b) sell, transfer, lease out, lend or otherwise dispose of all or any part of the Property or the right to receive or be paid the proceeds arising on the disposal of the same, or agree or attempt to do so; or

(c) dispose of the equity of redemption in respect of all or any part of the Property,

without the prior consent of the Chargee (such consent not to be unreasonably withheld or delayed).

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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. 03462783

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A LEGAL CHARGE DATED THE 20th APRIL 2004 AND CREATED BY WAINSTONES POWER LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO GB GAS HOLDINGS LIMITED UNDER THE TERMS OF THE AFOREMENTIONED INSTRUMENT CREATING OR EVIDENCING THE CHARGE WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 28th APRIL 2004.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 29th APRIL 2004.

P. Ken.



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES



Companies House
— for the record —