

## Particulars of a mortgage or charge

395

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

Pursuant to section 395 of the Companies Act 1985

To the Registrar of Companies  
(Address overleaf - Note 6)

For official use

Company number

[6][ ][ ][ ][ ]

03466081

Name of company

\* Bellhouse Energy Limited (the "Chargor")

Date of creation of the charge

22 February 2007

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

Composite Guarantee and Debenture (the "Debenture") dated the 22 February 2007 by the Chargor and other chargors in favour of the Chargee (defined below).

Amount secured by the mortgage or charge

Certain liabilities under the Finance Documents, which include a facilities agreement dated 23 January 2007 between, amongst others, MEIF LG Energy Ltd (the "Borrower"), MEIF LG ROC Ltd, Fortis Bank S.A./N.V. (as the arranger, Agent, Security Trustee, technical bank and account bank) and the lenders party thereto from time to time, as amended or replaced from time to time (the "Facilities Agreement") and all obligations from time to time incurred by the Chargor under or in connection with the £6 million Tranche B2 Facility and the £10 million Tranche C Facility of the Facilities Agreement when they become due for payment or discharge (together the "Secured Obligations").

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

Fortis Bank S.A./N.V. of Camomile Court, 23 Camomile Street, London (the "Chargee") on behalf of itself and the Finance Parties.

Postcode EC3A 7PP

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

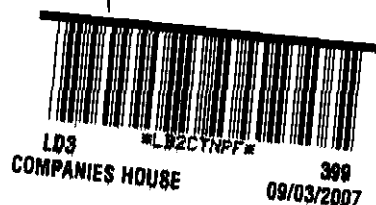
Norton Rose  
Kempson House Camomile  
Street London  
EC3A 7AN

SFUL/LN04895/BD5807585v1

Time critical reference

For official Use (06/2005)  
Mortgage Section

Post room



Short particulars of all the property mortgaged or charged

- 1 The Chargor has charged, by way of first legal mortgage all the Land set out in Schedule 4 of the Debenture and all other Land owned by it as at the date of the Debenture and any Rights accruing to, derived from or otherwise connected with it (including i) Insurances; ii) proceeds of Disposal; and iii) proceeds of Insurance).
- 2 The Chargor has charged, by way of first fixed charge, all of the Rights which it had as at the date of the Debenture and all of the Rights which it obtains at any time in the future in:
  - (a) Land, other than that charged under paragraph 1 above;
  - (b) Equipment;
  - (c) Investments;
  - (d) Portfolio Agreement/DSAs;
  - (e) Bank Accounts;
  - (f) Intellectual Property;
  - (g) Insurances;
  - (h) any Intercompany Loan;
  - (i) Debts; and
  - (i) goodwill and uncalled capital,and in any Rights accruing to, derived from or otherwise connected with them (including (i))

Please do not write in this margin

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

Particulars as to commission allowance or discount (note 3)

Nil

Signed Norton Rose

Date 9 March 2007

On behalf of ~~[company]~~ (mortgagee/chargee) †

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

† delete as appropriate

Notes

- 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 A fee of £13 is payable to Companies House in respect of each register entry for a mortgage or charge. Cheques and Postal Orders must be made payable to **Companies House**.
- 6 The address of the Registrar of Companies is: Companies House, Crown Way, Cardiff CF14 3UZ

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)

Addendum 3/4

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

Addendum 4/4

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

Insurances; (ii) proceeds of Disposal and (iii) proceeds of Insurance).

- 3 The Chargor has charged, by way of first floating charge, its undertaking and all its present and future assets other than those:
- (a) effectively charged under paragraphs 1 or 2 above; or
  - (b) those assets (whether or not the same are effectively charged under paragraphs 1 or 2 above) situated in Scotland.

**NOTES**

- A Pursuant to clause 5.1 of the Debenture the Chargor will ensure that the restrictions contained in clause 5 of the Debenture are complied with unless the Security Trustee agrees to the contrary.
- B Pursuant to clause 5.2 of the Debenture the Chargor will ensure that no Security will exist over, or in relation to, any Charged Asset other than certain security interests permitted by the Finance Documents.
- C Pursuant to clause 5.3 of the Debenture the Chargor will ensure that there will be no Disposal of any Fixed Charge Asset other than certain disposals permitted by the Finance Documents or in accordance with the Facilities Agreement.
- D Pursuant to clause 5.4 of the Debenture the Chargor will ensure that there will be no Disposal of any Floating Charge Asset other than certain disposals permitted by the Finance Documents or in accordance with the Facilities Agreement.

The terms used in this Form M395 have the meaning set out below:

**Agent** means Fortis Bank S.A./N.V., or any other person appointed as such in the manner contemplated by clause 27 of the Facilities Agreement;

**Bank Account** means:

- (a) an account described in Schedule 7 of the Debenture;

- (b) account that replaces an account described in Schedule 7 of the Debenture; and
- (c) account established after the date of the Debenture which is designated as a Bank Account by the Borrower and the Security Trustee at or about the time of its establishment;

**Charged Assets** means the Fixed Charge Assets and the Floating Charge Assets;

**Debt** means a monetary claim of any kind (whether present, future or contingent and whether originally owing to the person entitled to it or acquired by that person from someone else) and all Rights (including Security) connected with it;

**Disposal** means any transfer or other disposal of an asset or of an interest in an asset, or the creation of any Right over an asset in favour of another person, but not the creation of Security;

**Equipment** means:

- (a) the Equipment of which a brief description is contained in Schedule 3 of the Debenture;
- (b) any Equipment that replaces any Equipment described in Schedule 3 of the Debenture; and
- (c) all other plant, machinery, vehicles and other equipment used in a business, except equipment of a type which is disposed of in the ordinary course of trading,

and all warranties and other Rights relating to them;

**Finance Documents** means the Facilities Agreement and any transfer agreement thereto or any credit support in respect of the debt service reserve account contemplated therein, the accounts agreement between, amongst others, the Borrower and Fortis Bank S.A./N.V. dated 23 January 2007 and each deed of accession thereto, the umbrella power purchase agreement direct agreement between the Borrower and British Gas Trading Limited dated 23 January 2007, the deed of priority between the Security Trustee and British Gas Trading Limited dated 23 January 2007, each hedging agreement entered into between the Borrower and each hedge provider pursuant to the Facilities Agreement, the hedging strategy letter between the Borrower and the Agent dated 23 January 2007, the intercreditor deed between, amongst others, the Borrower and the Finance Parties dated 23 January 2007 and each deed of accession thereto, certain security documents entered into pursuant to the Facilities Agreement, the arrangement fee letter dated 23 January 2007 and the agency fee letter dated 23 January 2007 and any other document designated as such by the Agent and Borrower;

**Finance Parties** means Fortis Bank S.A./N.V. as arranger, Agent, account bank, technical bank, the Security Trustee or any other person appointed as such pursuant to the Facilities Agreement, each hedge provider and the lenders party to the Facilities Agreement from time to time;

**Fixed Charge Assets** means those assets which are from time to time the subject of paragraphs 1, 2 and 3 above;

**Floating Charge Assets** means those assets which are from time to time the subject of paragraph 3 above;

**Group** means MEIF LG Energy Limited and all of its Subsidiaries;

**Insurances** means each of the policies of insurance or reinsurance required to be purchased and maintained by, or by a Group member or on behalf of the, Chargor and future renewals thereof;

**Intellectual Property** means all copyright (including rights in computer software), patents, trade marks, trade names, service marks, business names (including internet domain names), design rights, database rights, semi-conductor topography rights and all other intellectual property or similar proprietary rights (whether registered or not and including applications to register or rights to apply for registration) which, in each case, are of a type which are not disposed of in the ordinary course of trading;

**Intercompany Loan** means any intercompany loans between the Borrower and any of its subsidiaries or group companies in accordance with the Facilities Agreement;

**Investment** means:

- (a) an investment described in Schedule 5 (*Investments*) of the Debenture;
- (b) any shares or loan capital held in a Subsidiary;
- (c) any investment acquired after the date of the Debenture which is designated as an Investment by the Borrower and the Security Trustee at or about the time of its acquisition; and
- (d) any other debt or equity security or any warrant or option to acquire or subscribe for any such security (whether it is held directly or through a custodian, clearing house or other person) unless it is of a type which is not held as an investment and is accordingly disposed of in the ordinary course of trading,

and any accretions to them and other Rights arising in connection with them (including any distributions and proceeds of Disposal of shares);

**Land** means:

- (a) freehold, leasehold or commonhold land, including that set out in Schedule 4 of the Debenture;
- (b) any estate or interest in, and any Rights attaching or relating to, that land; and
- (c) any buildings, fixtures and fittings (including trade fixtures and fittings) and other Equipment attached to, situated on or forming part of that land;

Name of company

\*insert full name  
of Company

\* Bellhouse Energy Limited (the "Chargor")

but, for the avoidance of doubt, excluding any heritable freehold land situated in Scotland;

**Portfolio Agreement/DSA means:**

- (a) a contract described in Schedule 6 of the Debenture;
- (b) any contract that amends or replaces a contract described in Schedule 6 of the Debenture;
- (c) any contract which is designated as a Portfolio Agreement or a DSA by the Borrower and the Agent;

**Right** means any right, privilege, power or immunity, or any interest or remedy, of any kind, whether it is personal or proprietary;

**Security** means a mortgage, charge, pledge, lien or other security interest securing any obligation of any person or any other agreement or arrangement having a similar effect;

**Security Trustee** means Fortis Bank S.A/N.V., or any other person appointed as security trustee for the Finance Parties under the Finance Documents; and

**Subsidiary** has the meaning given to it in sections 736 and 736A of the Companies Act 1985.

FILE COPY



## CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

Pursuant to section 401(2) of the Companies Act 1985

COMPANY No. 03466081

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT COMPOSITE GUARANTEE AND DEBENTURE DATED THE 22nd FEBRUARY 2007 AND CREATED BY BELLHOUSE ENERGY LIMITED FOR SECURING THE SECURED OBLIGATIONS 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 9th MARCH 2007.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 14th MARCH 2007.



*Companies House*

— for the record —



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES