

# M

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Please do not  
write in  
this marginPlease complete  
legibly, preferably  
in black type, or  
bold block lettering\*insert full name  
of Company

## COMPANIES FORM No. 395

## Particulars of a mortgage or charge

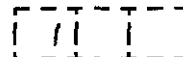
A fee of £13 is payable to Companies House in respect  
of each register entry for a mortgage or charge.

Pursuant to section 395 of the Companies Act 1985

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

For official use

Company number



03958461

Name of company

\* Utility Grid Installations Limited (the "Assignor")

Date of creation of the charge

30 January 2007

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

Security assignment (the "Assignment") dated 30 January 2007 granted by the  
Assignor in favour of Dresdner Bank AG, Niederlassung Luxemburg as security  
trustee (the "Security Trustee") for the Secured Parties (as defined in  
Schedule 1 attached).

Amount secured by the mortgage or charge

All the Liabilities and all other present and future obligations at any  
time due, owing or incurred by any Obligor to any Secured Party under the  
Finance Documents, both actual and contingent and whether incurred solely  
or jointly and as principal or surety or in any other capacity (the  
"Secured Obligations").

See Schedule 1 attached for definitions.

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

Dresdner Bank Ag, Niederlassung Luxemburg  
6a, Route de Treves, L-2633 Luxembourg-Senningerberg

Postcode

Presentor's name address and  
reference (if any):Clifford Chance Limited Liability  
10 Upper Bank Street  
London  
E14 5JJ

via CH London Counter

Time critical reference

REL/70-40091303/MDB

For official Use (06/2005)

Mortgage Section

Post room



Short particulars of all the property mortgaged or charged

The Assignor assigned absolutely and with full title guarantee to the Security Trustee all of its right, title and interest, present and future, in, under and to the Contract to which it is a party including, without limitation, all present and future claims, causes of action, payments and proceeds in respect thereof subject to any rights of netting or set-off agreed between the parties therein.

The Assignment contains a covenant for further assurance.

See Schedule 1 attached for definitions.

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

Particulars as to commission allowance or discount (note 3)

None.

Signed

Clifford Chance LLP

Date

6 February 2007

On behalf of ~~XXXXXXXXXXXXXXXXXX~~ [chargee] † Clifford Chance LLP

*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

## **SCHEDULES TO FORM 395**

### **Schedules to Form 395 relating to the Security Assignment entered into by Utility Grid Installations Limited (03958461) dated 30 January 2007**

#### **SCHEDULE 1**

#### **DEFINITIONS**

1. In this form 395:

<b>"Company"</b>	means GPL Investments Limited.
<b>"Contract"</b>	means the intercompany loan agreement dated 28 April 2006 between GPL as borrower and Utility Grid Installations Limited as lender.
<b>"Finance Documents"</b>	has the meaning given thereto in the Intercreditor Agreement.
<b>"GPL"</b>	means GTC Pipelines Limited (company number 03104203).
<b>"Intercreditor Agreement"</b>	means the intercreditor agreement dated 30 January 2007 between, <i>inter alios</i> , GPL, the Obligors, Dresdner Bank AG, Niederlassung Luxembourg as Security Trustee, the Senior Agent, the Junior Agent, the Senior Lenders, the Junior Lenders and the Original Hedge Counterparties and the Subordinated Creditors (each as defined in that agreement).
<b>"Liabilities"</b>	has the meaning given thereto in the Intercreditor Agreement.
<b>"Obligor"</b>	means the Company and any subsidiary of the Company which becomes a Party as an Obligor in accordance with the terms of Clause 19 of the Intercreditor Agreement ( <i>Change of Party</i> ).
<b>"Party"</b>	means a party to the Intercreditor Agreement.
<b>"Secured Party/ies"</b>	has the meaning given to it in the Intercreditor Agreement and includes their (and any subsequent) successors and any permitted transferees in accordance with their respective interests.

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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. 03958461

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A SECURITY ASSIGNMENT DATED THE 30th JANUARY 2007 AND CREATED BY UTILITY GRID INSTALLATIONS LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM ANY OBLIGOR TO ANY SECURED PARTY ON ANY ACCOUNT WHATSOEVER 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 6th FEBRUARY 2007.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 8th FEBRUARY 2007.

*Handwritten signature*



*Companies House*

— for the record —



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES