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COMPANIES FORM No. 395

Particulars of a mortgage or charge

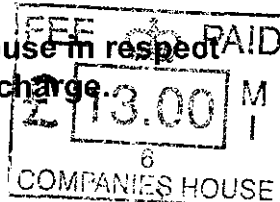
156720/13

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

05958038

Name of company

\* DISCIPLE HOLDCO LIMITED (the "Company")

Date of creation of the charge

15 December 2006

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

CHARGE OVER CASH DEPOSIT dated 15 December 2006 between the Company and the Bank (the "Charge")

Amount secured by the mortgage or charge

All money or liabilities due, owing or incurred to the Bank by the Company under the LNG Facility Agreement and under the Charge at 15 December 2006 or in the future, in any manner whether actual or contingent, whether incurred solely or jointly with any other person and whether as principal or surety, together with all interest accruing thereon and all losses incurred by the Bank in connection therewith (the "Indebtedness");

Continued on Addendum 2/4

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

BARCLAYS BANK PLC, 1 Churchill Place, London (the "Bank")

Postcode E14 5HP

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

Ashurst  
Broadwalk House  
5 Appold Street  
London  
EC2A 2HA

Time critical reference  
HPD/BAR19-00081

For official Use (06/2005)  
Mortgage Section

Post room

THURSDAY



A21 \*AJCOHLXS\* 252  
04/01/2007  
COMPANIES HOUSE

**CHARGING CLAUSE**

1. The Company, as security for the payment of the Indebtedness, charged by way of first fixed charge in favour of the Bank with full title guarantee all of its right, title and interest in and to the Deposit.

Continued on Addendum 4/4

Please do not write in this margin

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

T  
+  
95

Particulars as to commission allowance or discount (note 3)

N/A

Signed

*Alhurst*

Date

*3 JAN 2007*

On behalf of ~~XXXXXX~~ [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

Name of company

\*insert full name  
of Company

\* DISCIPLE HOLDCO 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 395:

"Account" means the account of the Company with the Bank now numbered 00467189 with sort code 200000 named BB re Disciple Holdco Ltd as the same may be replaced or renumbered from time to time;

"Deposit" means all monies in any currency together with all interest and other sums accruing thereon from time to time standing to the credit of the Account and all rights of the Company in relation thereto;

"Financial Indebtedness" means any indebtedness (other than, for the purposes of clause 21.5 (Cross Default) of the LNG Facility Agreement, owing from one member of the Group to another) for or in respect of (without double counting):

- (a) monies borrowed;
- (b) any amount raised by acceptance under any acceptance credit facility or dematerialised equivalent;
- (c) any amount raised pursuant to any note purchase facility or the issue of bonds, notes, debentures, loan stock or any similar instrument;
- (d) the amount of any liability in respect of any lease or hire purchase contract which would, (in accordance with the generally accepted accounting principles applicable in the United Kingdom), be treated as a finance or capital lease;
- (e) receivables sold or discounted (other than any receivables to the extent they are sold on a non-recourse basis, save for customary recourse for breach of warranty);
- (f) any Treasury Transaction (and, when calculating the value of that Treasury Transaction, only the marked to market value as at the relevant date on which Financial Indebtedness is calculated (or, if any actual amount is due as a result of the termination or close-out of that Treasury Transaction, that amount) shall be taken into account);
- (g) any counter-indemnity obligation in respect of a guarantee, bond, standby or documentary letter of credit or any other instrument (other than any performance bond or similar instrument) issued by a bank or financial institution;
- (h) any amount of any liability under an advance or deferred purchase agreement if:
  - (i) one of the primary reasons behind entering into the agreement is to raise finance; or
  - (ii) the agreement is in respect of the supply of assets or services and payment is due more than six months after the date of supply;
- (i) any amount raised under any other transaction (including any forward sale or purchase agreement) having the commercial effect of a borrowing; and
- (j) the amount of any liability in respect of any guarantee for any of the items referred to in paragraphs (a) to (i) (inclusive) above;

"Group" means the Parent and each of its Subsidiaries for the time being;

"LNG Facility Agreement" means the loan note guarantee facility agreement dated 2 November 2006 under which the Bank has made available loan note guarantee facilities of up to £85,647,080 to the Company;

"Parent" means Disciple Topco Limited, a company incorporated in England and Wales with registered number 5958018;

"Security" means a mortgage, charge, pledge, lien or other security interest securing any obligation of any person or

Name of company

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any other agreement or arrangement having a similar effect;

"Subsidiary" means a subsidiary within the meaning of section 736 of the Companies Act 1985 or a subsidiary undertaking within the meaning of section 258 of the Companies Act 1985; and

"Treasury Transactions" means any derivative transaction entered into in connection with protection against or benefit from fluctuation in any rate or price.

## 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)

## NEGATIVE PLEDGE

2. The Company shall not create or permit to subsist any Security over the Deposit and/or the Account.
3. The Company shall not:
  - (i) sell, transfer or otherwise dispose of the Deposit on terms whereby it is or may be leased to or re-acquired by the Company;
  - (ii) sell, transfer or otherwise dispose of the Deposit on recourse terms;
  - (iii) enter into any arrangement under which the Deposit or the benefit of the Account may be applied, set-off or made subject to a combination of accounts; or
  - (iv) enter into any other preferential arrangement in respect of the Deposit or the Account having a similar effect,

in circumstances where the arrangement or transaction is entered into primarily as a method of raising Financial Indebtedness or of financing the acquisition of an asset.

## FURTHER ASSURANCE

4. The Company shall at its own expense promptly do all such acts or execute all such documents (including assignments, transfers, mortgages, charges, notices and instructions) as the Bank may reasonably specify (and in such form as the Bank may reasonably require in favour of the Bank or its nominee(s)):
  - (i) to perfect the Security created or intended to be created under or evidenced by the Charge (which may include the execution of a mortgage, charge, assignment or other Security over all or any of the assets which are, or are intended to be, the subject of the Charge) or for the exercise of any rights, powers and remedies of the Bank provided by or pursuant to the Charge or by law;
  - (ii) to confer on the Bank Security over any property and assets of the Company located in any jurisdiction equivalent or similar to the Security intended to be conferred by or pursuant to the Charge; and/or
  - (iii) to facilitate the realisation of the assets which are, or are intended to be, the subject of the Security created by the Charge.
5. The Company shall take all such action as is available to it (including making all filings and registrations) as may be necessary for the purpose of the creation, perfection, protection or maintenance of any Security conferred or intended to be conferred on the Bank by or pursuant to the Charge.

Company number

05958038

Name of company

\*insert full name  
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\* DISCIPLE HOLDCO LIMITED (the "Company")

FILE COPY



## CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No. 05958038

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A CHARGE OVER CASH DEPOSIT DATED THE 15th DECEMBER 2006 AND CREATED BY DISCIPLE HOLDCO LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO BARCLAYS BANK PLC 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 4th JANUARY 2007.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 9th JANUARY 2007.



*Companies House*  
— for the record —



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES