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COMPANIES FORM No. 395

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

CHFP025

Please do not write in this margin

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

*insert full name of Company

Pursuant to section 395 of the Companies Act 1985

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

For official use

Company number

3186121

3186121

Name of company

* GB Gas Holdings Limited ("GBGH")

Date of creation of the charge

11th July 2002 (amending and restating charge assumed 25th May, 2001)

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

Deed of Amendment and Restatement in relation to, amongst other documents, a 60% Share Charge, such 60% Share Charge being dated 25th May, 2001 and made between Chanter Petroleum Limited ("the Chargor") and the Secured Party (as defined below), the obligations of the Chargor (Cont'd....)

Amount secured by the mortgage or charge

(a) Any and all sums and amounts whatsoever which as at 25th May, 2001 are, or at any time after 25th May, 2001 become due or owing by the Lessee (as defined below) and HPL (as defined below) (or either of them) to the Secured Party (as defined below) under or in connection with any of the Lease Documents (as defined below); and

(b) any and all sums and amounts whatsoever which may at any time after 25th May, 2001 become due or owing by the Guarantors (as defined below) (or either of them) to the Secured Party (as defined below) under or in connection with the Guarantees (as defined below),

((a) and (b) together, the "Secured Obligations").

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

Lloyds (Nimrod) Leasing Industries Limited
71 Lombard Street
London

Postcode EC3P 3BS

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

Allen & Overy
One New Change
London
EC4M 9QQ

GRS/RUC/LJ/BK:976712.1

Time critical reference

For official Use
Mortgage Section

Post room

M



LD4
COMPANIES HOUSE

LEXG5CQJ

0382
23/07/02

Short particulars of all the property mortgaged or charged

With full title guarantee and by way of first fixed charge and as security for payment and discharge of all Secured Obligations:

(a) 12,000,000 ordinary shares in the share capital of HPL (as such term is defined below) (numbered from 1 to 12,000,000) held by, to the order or on behalf of the Chargor at any time;

(b) loan stock issued by HPL (as such term is defined below) to the Chargor on about 25th May, 2001 in a principal amount of in aggregate £15,000,000 (note certificates numbered from 1 to 15,000,000); and

(c) any other stocks, shares, debentures, bonds or other securities and investments in HPL (as such term is defined below) legally and/or beneficially owned by GBGH or any subsequent owner of the shares referred to in paragraph (a) above or in which GBGH or any such subsequent owner has an interest (including, for the avoidance of doubt, any Interest Rate Hedge Agreement Financial Indebtedness) (paragraphs (a), (b) and (c) together, the "Shares"); and

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 *Allen & Overy*

Date *23rd July 2002* ✓

On behalf of [company] [mortgagee/chargee] †

A fee of £10 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 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

CHFP025

Particulars of a mortgage or charge (continued)

Please do not
write in this
binding margin

Continuation sheet No _____
to Form No 395 and 410 (Scot)

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

Company Number

Name of Company

 Limited*

* delete if
inappropriate

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

under such 60% Share Charge having been assumed by GBGH on 25th May, 2001 following its acquiring from the Chargor the ordinary shares and loan stock referred to in paragraphs (a) and (b) of the short particulars of all the property mortgaged or charged subject to such 60% Share Charge, and the term the "Chargor" when used in this Form M395 shall be construed accordingly (such 60% Share Charge as amended and restated by the Deed of Amendment and Restatement, the "Amended and Restated 60% Share Charge")

GB Gas Holdings Limited
Company Number 3186121
Continuation No.1

(d) all dividends, interest and other monies payable in respect of the Shares, all other rights, benefits and proceeds in respect of or derived from the Shares (whether by way of redemption, bonus, preference, option, substitution, conversion or otherwise) and all other rights of GBGH in respect of or derived from the Interest Rate Hedge Agreement Financial Indebtedness (the "Related Assets"),

(the Shares and Related Assets together, the "Charged Portfolio").

2. In the Amended and Restated 60% Share Charge, the Chargor and the Secured Party agree that prior to any of the Secured Obligations becoming due and payable and not having been paid on demand or within any applicable grace period that the Chargor shall be entitled to:

(a) receive all dividends, interest and other monies arising from the Charged Portfolio; or

(b) exercise all voting rights in relation to the Charged Portfolio provided that the Chargor shall not exercise such voting rights in any manner, or otherwise permit or agree to any (a) variation of the rights attaching to or conferred by all or any part of the Charged Portfolio, or (b) increase the issued share capital of any company whose shares are charged pursuant to the Amended and Restated 60% Share Charge, which in the opinion of the Secured Party would prejudice the value of, or the ability of the Secured Party to realise, the security created by the Amended and Restated 60% Share Charge.

3. In the Amended and Restated 60% Share Charge, the Chargor undertakes to the Secured Party that except with the Secured Party's prior written consent, the Chargor shall not for so long as any Secured Obligations are or may become outstanding:

(a) sell, assign or dispose of all or any part of the Charged Portfolio (or any interest therein); and

(b) create, grant or permit to exist (a) any security interest over or (b) any restriction on the ability to transfer or realise, all or any part of the Charge Portfolio.

Definitions:

The following terms used in this form M395 have the meanings set out below:

Centrica Guarantee means the guarantee dated 25 May 2001 between Centrica Plc and the Secured Party in respect of the Leases

Consent and Amendment Agreement means the consent and amendment agreement dated 17th September, 1998 between the Secured Party, the Lessee, HPL, National Westminster Bank Plc, Lloyds TSB Bank plc and others relating to, among other things, the Phase I Lease and the Phase II Lease.

Financial Indebtedness has the meaning given to it in each of the Phase I Lease and the Phase II Lease.

First Amendment and Restatement Agreement means the amendment and restatement agreement dated 25th May, 2001 between the Secured Party, as lessor, HPL and Lloyds TSB Bank plc (as account bank) in respect of the Phase I Lease, the Phase II Lease and various other documents in connection therewith.

Guarantees means the Centrica Guarantee and the TFE Guarantee

Guarantors means Total Fina Elf S.A and Centrica Plc

HPL means Humber Power Limited, a company incorporated in England and registered under number 2571241

Interest Rate Hedge Agreement Financial Indebtedness means save as excepted below any liabilities from time to time owed by HPL to GBGH under or pursuant to:

- (a) any interest rate hedge agreement entered into by HPL with GBGH on or before the Second Amendment Date and on the same date as any Financial Indebtedness incurred by HPL under or pursuant to any of the Interest Hedge Agreements (as defined in the Original Credit Agreement) entered into by HPL under or in accordance with the Original Credit Agreement is novated or transferred from HPL or otherwise ceased to be a liability of HPL, replacing and in substantially the same terms as, such Interest Hedge Agreements (as defined in the Original Credit Agreement); and
- (b) any interest rate hedge agreement entered into by HPL with GBGH after the Second Amendment Date and on the same date as any Financial Indebtedness incurred by HPL under or pursuant to any of the Interest Hedge Agreements (as defined in the Original Credit Agreement) entered into by HPL under and in accordance with the Original Credit Agreement and which was subsisting as at the Second Amendment Date is novated or transferred from HPL or otherwise ceases to be a liability of HPL, replacing, and in substantially the same terms as, such Interest Hedge Agreements (as defined in the Original Credit Agreement),

other than in each case any such liability owed by HPL to GBGH under or pursuant to such interest rate hedge agreements in respect of payments (other than payments arising in connection with early termination of any such interest rate hedge agreements) to GBGH in respect of the Financial Indebtedness of HPL under or pursuant to those interest rate hedge agreements.

Lease means:

(a) the Phase I Lease; or

(b) the Phase II Lease,

and **Leases** means both of them

Lease Documents means any and all of:

(a) the Phase I Lease;

(b) the Ancillary Agreements (as defined in the Phase I Lease);

(c) the Phase II Lease; and

(d) the Ancillary Agreements (as defined in the Phase II Lease).

Lessee means Humberland Limited, a company incorporated in England and Wales (registered number 2949541) of South Humber Bank Power Station, South Marsh Road, Stallingborough, NE Lincolnshire.

Original Credit Agreement has the meaning given to it in each of the Phase I Lease and the Phase II Lease.

Phase I Lease means the lease (including the schedules and the appendix thereto) dated 22 September 1994 made between the Secured Party, as lessor, and the Lessee, as lessee, as amended and restated by the Phase I Lease First Amendment and Restatement Agreement, as further amended by the Consent and Amendment Agreement and three waiver letters dated 25 February 2002, 30 April 2002 and 30 June 2002 respectively and in each case made between, among others, the same parties and as further amended and restated by the First Amendment and Restatement Agreement and the Second Amendment and Restatement Agreement.

Phase II Lease means the lease (including the schedules and the appendix thereto) dated 21 November 1996 between the Secured Party, as lessor, and the Lessee, as lessee, as amended by the Consent and Amendment Agreement and three waiver letters dated 25 February 2002, 30 April 2002 and 30 June 2002 respectively and in each case made between, among others, the same parties and as further amended and restated by the First Amendment and Restatement Agreement and the Second Amendment and Restatement Agreement.

Phase I First Amendment and Restatement Agreement means the amendment and restatement agreement dated 21 November 1996 between the Secured Party and the Lessee in respect of the Phase I Lease.

Second Amendment Date means 11th July, 2002.

Second Amendment and Restatement Agreement means the amendment and restatement agreement, between, among others, the Secured Party and GBGH dated 11th July, 2002 pursuant to which, among other documents, the 60% Share Charge is amended and restated.

TFE Guarantee means the guarantee dated on or about the date of the Second Amendment and Restatement Agreement between Total Fina Elf S.A. and the Secured Party in respect of the Leases.

FILE COPY



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No. 03186121

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A DEED OF AMENDMENT AND RESTATEMENT DATED THE 11th JULY 2002 AND CREATED BY GB GAS HOLDINGS LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE LESSEE, HPL OR THE GUARANTORS (OR EITHER OF THEM) TO THE SECURED PARTY 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 23rd JULY 2002.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 26th JULY 2002.

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THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES



Companies House

— for the record —