

M

COMPANIES FORM No 395

Particulars of a mortgage or charge

Barc 10
073062

395

CHFP000

A fee of £10 is payable to Companies House in respect of each register entry for the 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

3649524

Please do not write
in this margin
Please complete
legibly, preferably
in black type or
bold block lettering

*insert full name of
company

Name of Company

* Energis Holdings Limited

Date of creation of the charge

3 January 2002

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

Deed of debenture and assignment dated 3 January 2002 (the "Debenture") between Energis Holdings Limited (the "Company"), Energis Communications Limited (the "Initial Guarantor") and the Security Trustee (as defined below)

Amount secured by the mortgage or charge

(PLEASE SEE ATTACHED CONTINUATION SHEET)

Name and address of the mortgagees or persons entitled to the charge

The Royal Bank of Scotland plc, as security trustee for the Secured Parties (the "Security Trustee" or the "Agent") 135 Bishopsgate, London

Postcode

ECM 3UR

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

Linklaters
One Silk Street
London EC2Y 8HQ
Tel: 020 7456 2000

Please return
via
CH London Counter

Ref: THWW/MCI

Time critical reference

For official Use
Mortgage Section

Post room

M



LD2
COMPANIES HOUSE

L3LOW7GG

0482
14/01/02

Short particulars of all the property mortgaged or charged

(PLEASE SEE ATTACHED CONTINUATION SHEET)

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)

Signed

Linklater

Date

9/1/2002

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)

Note

[†] 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 including 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 CF4 3UZ

Page 2

Name of Company
Energis Holdings Limited

Company Number
3649524

Amount secured by the mortgage or charge

All monies and liabilities (whether actual or contingent) which are now or may at any time hereafter be due, owing or payable, or expressed to be due, owing or payable to the Security Trustee, or any Secured Party under or in connection with the Facility Agreement, the Inter-Creditor Deed, a Hedging Contract, an Overdraft Facility, the Subordination Agreement, the Security Trust Deed or the Debenture and the other Charges, together with all legal costs, charges and expenses which the Security Trustee may properly incur in enforcing or obtaining, or attempting to enforce or obtain, payment of any such monies and liabilities (the "**Secured Sums**").

Short particulars of all the property mortgaged or charged

The Company, with full title guarantee (or, in the case of Restricted Leasehold Property and any Asset excluded from charging in paragraph 1.3.10 below, and for the purposes of paragraph 1.4, with limited title guarantee) in accordance with the provisions of the Law of Property (Miscellaneous Provisions) Act 1994 (save for permitted encumbrances) and as continuing security for the payment and discharge of all Secured Sums:

- 1 charged in favour of the Security Trustee:
 - 1.1 by way of first legal mortgage, all Real Property vested in it (excluding the NGC Unrestricted EAM Sites (other than those numbered 1, 3, 4, 9, 13 and 44 in Part II of Schedule 1), NGC Restricted EAM Sites, the Restricted Leasehold Property and the SNIP Sites)
 - 1.2 by way of first fixed equitable charge:
 - 1.2.1 all Real Property vested in it (excluding the NGC Restricted EAM Sites, the Restricted Leasehold Property and the SNIP Sites) and
 - 1.2.2 all Real Property acquired by it after the date of the Debenture and any Restricted Leasehold Property referred to in paragraphs A, B and C of Part IV of Schedule 1 upon receiving consents or approvals in respect of charging such property
 - 1.3 by way of first fixed charge:
 - 1.3.1 all plant, machinery and equipment including, without limitation, any fibre optic cables, overhead lines and underground cables now or hereafter owned by the Company (and not effectively mortgaged by paragraph 1.1 above or charged by paragraph 1.1 above, and its interest in any such plant, machinery or equipment now or hereafter in its possession (including any interest it may have in any Equipment)
 - 1.3.2 all Rights, title, benefits, claims and interest (whether proprietary or not and whether existing now or in the future) of the Company in respect of Investments, including, without limitation, any contractual right to call for delivery thereof and all dividends, interest and other distributions paid or payable in respect thereof
 - 1.3.3 all its Rights under or in connection with any contracts or policies of insurance or indemnity taken out now or hereafter by or on behalf of the Company or (to the extent of its interest) in which the Company has an interest (excluding third party risks and property owner's liability insurance and insurance maintained by the Company pursuant to Clause 11 of the Master Lease in respect of The National Grid Company plc's interest in such Equipment), and all claims of whatsoever nature relating thereto and returns of premium in respect thereof
 - 1.3.4 all the present and future goodwill of the Company
 - 1.3.5 all the present and future uncalled capital of the Company
 - 1.3.6 all the present and future Intellectual Property Rights of the Company
 - 1.3.7 all Book Debts of the Company
 - 1.3.8 all Bank Account Assets of the Company, to the extent that they have not been and remain fully and effectively assigned to the Security Trustee as specified in paragraph 2 below
 - 1.3.9 all Negotiable Instruments of the Company
 - 1.3.10 all its Rights under or in connection with all present and future licences and leases (including the SWEB Licences which may be lawfully charged under the terms of the

Short particulars of all the property mortgaged or charged

licence under which each is held by the Company without the consent of any third party but excluding the IBM Server Lease) held in connection with its business or the use of any Charged Asset (except to the extent that the creation or enforcement of this charge would contravene, or cause the Company to be in breach of, any law or regulation or the terms of any such licence or lease), and the right to recover and receive all compensation which might be payable to it in respect of such licences

- 1.3.11 all its Hedging Contract Assets and Network Documents Assets, to the extent that they have not been and remain validly, fully and effectively assigned to the Security Trustee as specified in paragraph 2 below and
- 1.4 by way of first floating charge, all its Assets (other than the interests or Assets excluded from charging in paragraph 1.3.3 above, including, for the avoidance of doubt, Assets expressed to be subject to the charge by way of legal mortgage as specified in paragraph 1.3.3 or the fixed charges specified in paragraphs 1.3.2 and 1.3.3 above
- 2 assigned to the Security Trustee to hold absolutely as trustee for the Secured Parties:
- the Network Document Assets
 - the Hedging Contract Assets
 - the EHL Advance Assets and
 - the Bank Account Assets.

Note (1): The Debenture provides that:

- 1 **Security:** The Company shall not (and shall not agree to), without the prior written consent of the Security Trustee, create or permit to subsist any Security on, over or with respect to any of its assets except as permitted under clause 22 of the Facility Agreement;
- 2 **Disposal:** The Company shall not (and shall not agree to) without the prior written consent of the Security Trustee sell, transfer, assign, lease or hire out, factor, discount, lend, part with interest in or otherwise dispose of any of its Assets or permit the same to occur, or agree to do any of the foregoing other than as permitted under clause 22.2.3 of the Facility Agreement;
- 3 **Conversion by Notice:** If any Payment Event is continuing, the Security Trustee may at any time, by notice to the Company (whose Assets are the subject to the floating Charge specified in paragraph 1.4, convert the floating Charge into a fixed Charge as regards such Charged Assets as shall be specified whether general or specifically) in that notice;
- 4 **Automatic Conversion:** If, without the prior written consent of the Security Trustee, the Company creates or permits to subsist any Security (other than that permitted by the Debenture) on, over, or with respect to any of the Charged Assets, or attempts to do so, or if any person levies or attempts to levy any distress, attachment, execution or other legal process against any of the Charges Assets, the floating Charge created by this Deed over the Charges Assets the subject of such Security or process shall be deemed to have been automatically converted into a fixed Charge the instant before such event occurs;
- 5 the Company shall in respect of any Restricted Leasehold Property referred to in paragraphs A4, B and C of Part IV of Schedule 1 vested in it at the date of the Debenture promptly after the date of the Debenture apply for and use all reasonable endeavours to obtain as soon as is reasonably

Short particulars of all the property mortgaged or charged

practicable and in any event within six months of the date of the Debenture (but without in any way affecting the obligations of the Company to continue to use all reasonable endeavours thereafter), all necessary consents and approvals to charge such Restricted Leasehold Property and, forthwith upon receiving any such consent or approval shall charge the relevant Restricted Leasehold Property by way of first legal mortgage on the terms referred to in paragraph 7 below;

6 the Company shall apply for and use:

6.1 all reasonable endeavours where a qualified prohibition on charging exists or

6.2 all reasonable endeavours where an absolute prohibition on charging exists,

to obtain as soon as is reasonably practicable and in any event within six months of the date of the Debenture (but without in any way affecting its obligations to continue to use all reasonable endeavours, as the case may be, thereafter) all necessary consents and approvals (if any) to charge the SWEB Licences and, forthwith upon receiving any such consent or approval, shall charge in favour of the Security Trustee, by way of a first fixed charge;

7 the Company shall execute and deliver, or procure that there is executed and delivered, to the Security Trustee, in respect of any Real Property which becomes vested (or deemed to be vested) following the granting of necessary consents and approvals, in the Company or any nominee of the Company after the execution of the Debenture (including, without limitation, the NGC Lease of any NGC Unrestricted EAM Sites):

7.1 if such Real Property is situate in England and Wales, a first legal mortgage or

7.2 if such Real Property is situate in a jurisdiction outside England and Wales, such other instrument on such other terms and conditions as may, in the reasonable opinion of the Security Trustee, be appropriate to create a similar security to that referred to in sub-paragraph 7.1 above in that jurisdiction in favour of the Security Trustee,

in either case, to secure the payment or discharge of the Secured Sums. Pending such execution and delivery, the Company shall hold such Real Property upon trust for the Security Trustee as security for the Secured Sums owing by it.

8 the floating Charge created by the Debenture shall rank behind all the fixed Charges created by or pursuant to the Debenture but shall rank in priority to any other Security hereafter created by the Company after the date of the Debenture except as permitted under Clause 22.2.2 of the Facility Agreement;

9 at any time following:

9.1.1 the Security Trustee receiving notice (either actual or constructive) of any subsequent Security affecting the Charged Assets

9.1.2 the making of a Relevant Petition in respect of the Company or

9.1.3 the Dissolution of the Company,

the Security Trustee may open a new account in respect of the Company (whether or not it permits any existing account to continue). If the Security Trustee does not open such a new account, it shall nevertheless be treated as if it had done so at the time when the notice was received, the Relevant Petition was made or was deemed to have been received or, as the case may be, the Dissolution commenced. Thereafter, all payments made by the Company to the Security Trustee or received by the Security Trustee for the account of the Company shall be

Short particulars of all the property mortgaged or charged

credited or treated as having been credited to the new account and shall not operate to reduce the amount secured by the Debenture;

- 10** the Security Trustee may, without notice to the Company and without prejudice to any of the Security Trustee's other Rights, set off any Secured Sums which are due and unpaid against any obligation (whether or not matured) owed by the Security Trustee to the Company, regardless of the place of payment or booking branch, and for that purpose the Security Trustee may convert one currency into another at the rate of exchange determined by the Security Trustee in its absolute discretion to be prevailing at the date of set-off; and
- 11** the Charges shall be continuing security for the Secured Sums and shall not be satisfied, discharged or affected by any intermediate payment or settlement of account (whether or not any Secured Sums remain outstanding thereafter) or any other matter or thing whatsoever.

Note (2): In this Form, except to the extent that the context requires otherwise:

"Administration" means administration under Part II of the Insolvency Act;

"Agreement for Lease" means the agreement for leases and underleases of equipment accommodation modules at freehold and leasehold sites owned by The National Grid Company plc, dated 17 November 1997 and made between The National Grid Company plc and the Initial Guarantor;

"Asset" means any business, undertaking, property, asset, revenue, Right or uncalled capital, present or future, and any interest therein;

"Bank Account Assets" of the Company means all of its rights, title, benefits and interests, present and future under or in respect of any agreement to which that Company may from time to time be party for the maintenance with any other person of any banking account, including all monies (whether principal or interest) now or hereafter standing to the credit of any banking account maintained by that Company and the debts represented thereby;

"Book Debts" means all book and other debts of any nature whatsoever now or hereafter due or owing to the Company (including, but without limitation, the benefit of all loans made by the Company and the benefit of all amounts due or owing from any government or governmental agency, whether by way of repayment or refund in respect of any Tax or otherwise, but excluding all monies now or hereafter standing to the credit of any account now or hereafter held by the Company with any bank), and the benefit of (including the proceeds of all claims under) all Rights, securities, guarantees, indemnities, letters of credit and insurances of any nature whatsoever now or hereafter enjoyed or held by the Company in relation thereto;

"Charged Assets" means all Assets from time to time subject, or expressed to be subject, to the Charges, or any part of those Assets;

"Charged Investments" means Investments from time to time subject, or expressed to be subject, to the Charges, or any part of those Investments;

"Charges" means all or any of the Security created, or which may at any time be created, by or pursuant to the Debenture;

"Debentures" include debenture stock, loan stock, bonds, notes and certificates of deposit;

"Deed of Amendment" means the deed of amendment dated 9 December 1997 and made between NGC and the Initial Guarantor amending certain agreements relating to the Network;

Short particulars of all the property mortgaged or charged

"Derived Assets" means all Shares, rights or other property of a capital nature which accrue or are offered, issued or paid at any time (by way of bonus, rights, redemption, conversion, exchange, substitution, consolidation, subdivision, preference, warrant, option, purchase or otherwise) in respect of:

- (i) the Original Shares
- (ii) any Further Shares or
- (iii) any Shares, rights or other property previously accruing, offered, issued or paid as mentioned in this definition

"Dissolution" of a person includes the bankruptcy, insolvency, liquidation, amalgamation, reconstruction, reorganisation, Administration, administrative or other receivership, or dissolution of that person, and any equivalent or analogous proceeding by whatever name known and in whatever jurisdiction, and any step taken (including, but without limitation, the presentation of a petition or the passing of a resolution) in respect of any of the foregoing;

"Dividends" means all dividends, interest and other income paid or payable in respect of the Original Shares, any Further Shares or any Derived Assets;

"EHL Advance" has the meaning given to that term in the Facility Agreement;

"EHL Loan Agreement" means each loan agreement documenting the terms and conditions of each EHL Advance;

"Equipment" has the meaning specified by the Master Lease;

"Event of Default" and **"Potential Event of Default"** each have the meaning specified by the Debenture;

"Facility Agreement" means the facility agreement dated 16 December 1998 (as amended and restated on 17 July 2000 and 20 December 2001) and made between the Company, the Lenders, the Initial Guarantor, Energis plc, Kleinwort Benson Limited as arranger and the Security Trustee as agent pursuant to which the Lenders have agreed to make available to the Company a £725,000,000 revolving loan and guarantee facility;

"Fixtures" means fixtures, fittings (including trade fixtures and fittings) and fixed plant, machinery and equipment;

"Further Charged Assets" means all Assets from time to time which are to be or may be charged by or pursuant to Clause 3.8 of the Debenture, or any part of those Assets;

"Further Shares" means all Shares (other than the Original Shares and any Shares comprised in any Derived Assets) which the Company owns at any time after the date of the Debenture;

"Hedging Bank" means any Lender or any affiliate of any Lender which has entered into a Hedging Contract;

"Hedging Contract" means a contract entered into by the Company as part of its implementation of the hedging policy provided for in the Facility Agreement and includes all transactions entered into under that contract;

"Hedging Contract Assets" all the Company's right, title, benefits, interests and claims, whether existing now or in the future, under and in respect of each Hedging Contract (whether entered into before, on or after the date of this Deed) and including, without limitation, in each case:

Short particulars of all the property mortgaged or charged

- (i) any form of bond, security, guarantee, indemnity or other support of any kind issued to or expressed to be for the benefit of the Company under or in support of any Hedging Contract
- (ii) any and all rights to make claims or otherwise require payment of any amount under, or performance of, any provision of any Hedging Contract
- (iii) the benefit of the right to sue on all representations, warranties or other assurances given to the Company under and in respect of any such Hedging Contract and
- (iv) all causes and rights of action arising under or in respect of any relevant Hedging Contract against any party to that Hedging Contract,

and including all proceeds (of whatever kind and however arising) of any of the above and all cash and other property at any time and from time to time received or receivable in respect thereof;

"IBM Server Lease" means the various finance leases entered into on or about March 1997 and made between IBM United Kingdom Financial Services Limited and the Initial Guarantor in relation to mainframe hardware computer equipment;

"Insolvency Act" means the Insolvency Act 1986;

"Intellectual Property Rights" means patents, designs, copyrights, rights in trade marks and service marks, rights in confidential information, rights in know how, and any interests (including by way of licence) in any of the foregoing, and any other associated or similar rights (in each case whether registered or not, and including all applications for the same);

"Inter-Creditor Deed" means the inter-creditor deed dated 16 December 1998 and amended and restated on 20 December 2001 and made between The National Grid Company plc, The National Grid Group plc, the Company, the Initial Guarantor and the Security Trustee;

"Investments" means:

- (i) shares, stock and Debentures including the Original Shares, any Further Shares, any Derived Assets and any Dividends
- (ii) warrants, options or other Rights to subscribe, purchase, call for delivery of or otherwise acquire shares, stock or Debentures and
- (iii) units in a Unit Trust Scheme

"Lender" means each lender which is party to the Facility Agreement;

"Master Lease" means the master equipment lease between The National Grid Company plc and the Initial Guarantor dated 22 June 1993 as amended by the Deed of Amendment, each lease schedule entered into pursuant thereto (as amended) and each appendix thereto (as amended);

"Negotiable Instruments" means all bills of exchange, promissory notes and other negotiable instruments of any description beneficially owned now or hereafter by the Company (but excluding any debentures);

"Network" means the Initial Guarantor's communications network, including the fibre optic cables, integrated switching facilities, advanced transmission equipment, integrated intelligence and other equipment that make up the core network access network and customer access links has the meaning given to that expression in the Infrastructure Services Licence;

Short particulars of all the property mortgaged or charged

"Network Document Assets" all of the Company's right, title, benefits, interests and claims, whether existing now or in the future, under and in respect of each of the Network Documents (whether entered into before, on or after the date of the Debenture) and including, without limitation, in each case:

- (i) any form of security, bond, guarantee, indemnity or other support of any kind issued to or expressed to be for the benefit of the Company under or in respect of any such Network Documents
- (ii) any and all rights to make claims or otherwise require payment of any amount under, or performance of, any provision of any Network Document
- (iii) the benefit of the right to sue on all representations, warranties, undertakings or other assurances given to the Company under and in respect of any such Network Document
- (iv) all causes and rights of action arising under or in respect of any relevant Network Document against any party to that Network Document,

and including all proceeds (of whatever kind and however arising) of any of the above and all cash and other property at any time and from time to time received or receivable in respect thereof;

"Network Documents" means:

- (i) the Master Lease
- (ii) each of the 1993 Installation Agreement, the Maintenance Agreement, the Requisite Consent Payment Agreement and the Infrastructure Services Licence each dated 22 June 1993 (in each case as amended by a deed of amendment dated 9 December 1997) and made between The National Grid Company plc and the Initial Guarantor and
- (iii) the Framework Installation Agreement dated 9 December 1997 and made between the National Grid Company plc and the Initial Guarantor and

any other agreement or instrument that may be entered into further or pursuant thereto, in accordance with the terms thereof, or which the Security Trustee, The National Grid Company plc, The National Grid Group plc, the Company and Energis Communications agree to be a **"Network Document"** in accordance with the provisions of the Debenture and the Master Lease (as the same may be amended or supplemented in writing from time to time);

"NGC Restricted EAM Sites" means the leasehold Real Property described in Part III of Schedule 1 which is the subject of the Agreement for Lease;

"NGC Unrestricted EAM Sites" means the Real Property described in Part II of Schedule 1 which is the subject of the Agreement for Lease;

"Original Shares" means the Shares listed in Schedule 3;

"Overdraft Bank" means any Lender or affiliate of any Lender which has provided an overdraft facility;

"Overdraft Facility" means any overdraft facility (which may be in sterling or other currencies) provided to the Company or the Initial Guarantor by an Overdraft Bank;

"Payment Event" means any:

- (i) Event of Default

Short particulars of all the property mortgaged or charged

- (ii) Potential Event of Default (other than any Potential Event of Default arising under Clause 23.1.3 of the Facility Agreement)
- (iii) Potential Event of Default arising under Clause 23.1.3 of the Facility Agreement as a consequence of any failure by the Company to perform:
 - (a) any Principal Obligation or
 - (b) any of its other obligations under a Financing Document where, in the opinion of the Security Trustee, such failure is likely to have a material adverse affect on the ability of the Company to perform its payment obligations under any of the Financing Documents or the effectiveness of the security expressed to be created under the Charges and

For the purposes of this definition only, "**Principal Obligation**" means any of the obligations of the Company under Clauses 22.1.1, 22.1.2, 22.1.10 and 22.1.11 and Clauses 22.2.2, 22.2.3 and 22.2.6 of the Facility Agreement. The determination by the Security Trustee as to whether any failure by the Company to perform any obligation will constitute a "**Payment Event**" shall not in any way prejudice or impair or operate as a waiver of any of the rights, powers and remedies of the Security Trustee or the other Financing Parties under the Financing Documents, or provided by law or otherwise in connection with such failure;

"**Real Property**" means freehold or leasehold property in England and Wales and any other land or buildings anywhere in the world, and any estate or interest therein, and any reference to "Real Property" includes a reference to all Rights from time to time attached or appurtenant thereto (including any such Rights under the Network Documents insofar as any such rights comprise real property) and all buildings and Fixtures from time to time therein or thereon;

"**Relevant Petition**" means a petition for the Company's liquidation or administration;

"**Restricted Leasehold Property**" means the Real Property which is described in Part IV of Schedule 1 and may not be lawfully charged, as specified in paragraph 1, under the terms of the lease under which such Real Property is held by the Company without the consent of any third party;

"**Rights**" means rights, benefits, powers, privileges, authorities, discretions, remedies, liberties, easements, quasi-easements and appurtenances (in each case, of any nature whatsoever);

"**Secured Party**" means the Agent, each Lender, each Overdraft Bank and each Hedging Bank;

"**Security**" includes any mortgage, fixed or floating charge, encumbrance, lien, pledge, hypothecation, assignment by way of security, or title retention arrangement (other than in respect of goods purchased in the ordinary course of trading), and any agreement or arrangement having substantially the same economic or financial effect as any of the foregoing (including any "hold back" or "flawed asset" arrangement);

"**Security Trust Deed**" means the security trust deed dated 16 December 1998 (amended and restated on 20 December 2001) and made between inter alia, the Company, the Initial Guarantor, and the Security Trustee;

"**Shares**" means stocks, shares and other securities of any kind;

"**SNIP Sites**" means the Real Property which is described in Part V of Schedule 1;

Name of Company
Energis Holdings Limited

Company Number
3649524

Short particulars of all the property mortgaged or charged

"Subordination Agreement" means the subordination agreement dated 16 December 1998 (and amended and restated on 20 December 2001) and made between the Company, Energis plc, and the Security Trustee;

"Subsidiary" has the meaning given to it by section 736 of the Companies Act 1985;

"SWEB Licences" means those licences described in Schedule 2;

"Tax" includes any present or future tax (including Value Added Tax), levy, impost, duty, charge, fee, deduction or withholding of any nature, and any interest or penalty in respect thereof;

"Unit Trust Scheme" has the meaning given to that expression by section 75(8) of the Financial Services Act 1986;

"Unrestricted Property" means the Real Property which is described in Part I of Schedule 1 and may be lawfully charged, as specified in paragraph 1.1.1 without the consent of any third party;

Short particulars of all the property mortgaged or charged

**Schedule 1
Real Property
Part I
Unrestricted Property**

1 Offices

- 1.1** The North Block 185 Park Street, London SE1 more particularly described in a Lease dated 4 May 2000 made between The National Grid Company plc (1) Energis Communications Limited (2).
- 1.2** 2nd Floor South Block 185 Park Street, London SE1 more particularly described in a Lease dated 20 July 2000 made between the National Grid Company plc (1) Energis Communications (2).
- 1.3** 3rd Floor South Block 185 Park Street, London SE1 more particularly described in a Lease dated 26 September 2000 made between The National Grid Company plc (1) Energis Communications Ltd (2).
- 1.4** First floor offices, 185 Park Street, London SE1 more particularly described in a Lease dated 3 November 1995 between (1) The National Grid Company plc and (2) Energis Communications Limited.
- 1.5** Second, third, fourth and fifth floors, 185 Park Street, London SE1 more particularly described in a lease dated 21 November 1994 between (1) The National Grid Company plc and (2) Energis Communications Limited.
- 1.6** Rooms on first floor of Warwick House, Birmingham comprised in a lease dated 20 May 1998 made between The National Grid Company plc (1) and Energis Communications Limited (2)

2 Switch Sites

- 2.1** All that leasehold property known as Unit 8, Sunset Business Centre, Manchester Road, Kearsley, Greater Manchester, more particularly described in a Lease dated 25 March 1994 between (1) Sunset Developments Limited and (2) Energis Communications Limited.
- 2.2** The leasehold property known as Unit 57, Gravelly Industrial Park, Jarvis Way, Birmingham, registered under title number WM639922.
- 2.3** The Leasehold Property known as Unit A Holly Industrial Park Watford more particularly described in a Lease dated 24 January 1989 made between Markheath Developments Limited (1) Computacenter Limited (2) registered under Title Number HD259031.
- 2.4** The Leasehold Property known as Unit E Holly Industrial Estate, Imperial Way, Watford more particularly described in a Lease dated 19 June 1989 made between Allied Dunbar Assurance plc (1) Dieter Assmann Electronics Limited (2) Assman GmbH (3) registered under Title Number HD372170.

3 SNAP Sites

- 3.1** The leasehold property known as Suite 112, Cunard Building, Liverpool, registered under title number MS364464.
- 3.2** The leasehold property known as Lower Ground Floor and Rear Service Area, Midland Bank Branch, Kennedy Tower, Snow Hill, Birmingham, more particularly described in an Underlease dated 15 November 1994 between (1) Midland Bank PLC and (2) Energis Communications Limited.

Name of Company
Energis Holdings Limited

Company Number
3649524

Short particulars of all the property mortgaged or charged

4 Equipment Accommodation Modules

- 4.1** All that freehold property known as Land lying to the South East of St Mary's Church, Alnwick, Northumberland, registered under title number ND94487.
- 4.2** All that freehold property known as Land lying to the North of Blakey Lane, Sowerby, Hambleton, North Yorkshire, registered under title number NYK159091.
- 4.3** All that freehold property known as Land to the East of the road leading from Collingbourne, Kingston to Burbage, Kent, Kennet, Wiltshire, registered under title number WT134036.
- 4.4** All the Leasehold Property known as land at The Manse Uffington Shropshire more particularly described in a Lease dated 17 March 1999 (1) Robert Lingen Burton (2) Energis Communications Limited.

Short particulars of all the property mortgaged or charged

Part II
NGC Unrestricted EAM Sites

- 1** Equipment accommodation module at Abham, Buckfastleigh, Devon, more particularly described in a lease dated 19 December 1997 between (1) The National Grid Company plc and (2) Energis Communications Limited.
- 2** Equipment accommodation module at Axminster, Devon, more particularly described in a lease to be made between (1) The National Grid Company plc and (2) Energis Communications Limited.
- 3** Equipment accommodation module at Bradford West, W York, more particularly described in a lease dated 19 December 1997 between (1) The National Grid Company plc and (2) Energis Communications Limited.
- 4** Equipment accommodation module at Bramford, Ipswich, more particularly described in a lease dated 19 December 1997 between (1) The National Grid Company plc and (2) Energis Communications Limited.
- 5** Equipment accommodation modules at Bramley, Basingstoke, Hants, more particularly described in two leases to be made between (1) The National Grid Company plc and (2) Energis Communications Limited.
- 6** Equipment accommodation module at Brinsworth, Rotherham, more particularly described in a lease to be made between (1) The National Grid Company plc and (2) Energis Communications Limited.
- 7** Equipment accommodation module at Burwell Main, Cambs, more particularly described in a lease to be made between (1) The National Grid Company plc and (2) Energis Communications Limited.
- 8** Equipment accommodation module at Chesterfield, Derbyshire, more particularly described in a lease to be made between (1) The National Grid Company plc and (2) Energis Communications Limited.
- 9** Equipment accommodation module at Chickerell, Weymouth, Dorset, more particularly described in a lease dated 19 December 1997 between (1) The National Grid Company plc and (2) Energis Communications Limited.
- 10** Equipment accommodation module at Coventry, Warwickshire, more particularly described in a lease to be made between (1) The National Grid Company plc and (2) Energis Communications Limited.
- 11** Equipment accommodation module at Deeside, Connahs Quay, Clwyd, more particularly described in a lease to be made between (1) The National Grid Company plc and (2) Energis Communications Limited.
- 12** Equipment accommodation module at East East Claydon, Winslow, Buckinghamshire, more particularly described in a lease to be made between (1) The National Grid Company plc and (2) Energis Communications Limited.
- 13** Equipment accommodation module at East Eaton Socon, St Neots, Cambs, more particularly described in a lease dated 19 December 1997 between (1) The National Grid Company plc and (2) Energis Communications Limited.

Short particulars of all the property mortgaged or charged

- 14 Equipment accommodation module at Elstree, Watford, Herts, more particularly described in a lease to be made between (1) The National Grid Company plc and (2) Energis Communications Limited.
- 15 Equipment accommodation module at Enderby, Leicestershire, more particularly described in a lease to be made between (1) The National Grid Company plc and (2) Energis Communications Limited.
- 16 Equipment accommodation modules at Exeter, Broad Clyst, Devon more particularly described in two leases to be made between (1) The National Grid Company plc and (2) Energis Communications Limited.
- 17 Equipment accommodation module at Feckenham, Redditch, Worcs, more particularly described in a lease to be made between (1) The National Grid Company plc and (2) Energis Communications Limited.
- 18 Equipment accommodation module at Fleet, Hants, more particularly described in a lease to be made between (1) The National Grid Company plc and (2) Energis Communications Limited.
- 19 Equipment accommodation modules at Hams Hall, Sutton Colfield, more particularly described in two leases to be made between (1) The National Grid Company plc and (2) Energis Communications Limited.
- 20 Equipment accommodation modules at Harker, Carlisle, more particularly described in two leases to be made between (1) The National Grid Company plc and (2) Energis Communications Limited.
- 21 Equipment accommodation modules at Iron Acton, Avon more particularly described in two leases to be made between (1) The National Grid Company plc and (2) Energis Communications Limited.
- 22 Equipment accommodation module at Kirkby, Liverpool, more particularly described in a lease to be made between (1) The National Grid Company plc and (2) Energis Communications Limited.
- 23 Equipment accommodation module at Landolph, Saltash, Cornwall, more particularly described in a lease to be made between (1) The National Grid Company plc and (2) Energis Communications Limited.
- 24 Equipment accommodation module at Legacy, Wrexham, more particularly described in a lease to be made between (1) The National Grid Company plc and (2) Energis Communications Limited.
- 25 Equipment accommodation module at Lovedean, Hants, more particularly described in a lease to be made between (1) The National Grid Company plc and (2) Energis Communications Limited.
- 26 Equipment accommodation module at Mannington, Three Legged Cross, Wimbourne, Dorset, more particularly described in a lease to be made between (1) The National Grid Company plc and (2) Energis Communications Limited.
- 27 Equipment accommodation module at Melksham, Wilts, more particularly described in a lease to be made between (1) The National Grid Company plc and (2) Energis Communications Limited.
- 28 Equipment accommodation modules at Monk Fryston, N. Yorks, more particularly described in two leases to be made between (1) The National Grid Company plc and (2) Energis Communications Limited.

Short particulars of all the property mortgaged or charged

- 29 Equipment accommodation module at Norton Stockton-on-Tees, more particularly described in a lease to be made between (1) The National Grid Company plc and (2) Energis Communications Limited.
- 30 Equipment accommodation modules at Norwich Main, Norfolk, more particularly described in two leases to be made between (1) The National Grid Company plc and (2) Energis Communications Limited.
- 31 Equipment accommodation modules at Nursling, Southampton, more particularly described in two leases to be made between (1) The National Grid Company plc and (2) Energis Communications Limited.
- 32 Equipment accommodation module at Ocker Hill, Tipton, more particularly described in a lease to be made between (1) The National Grid Company plc and (2) Energis Communications Limited.
- 33 Equipment accommodation module at Pelham, Buntingford, Herts, more particularly described in a lease to be made between (1) The National Grid Company plc and (2) Energis Communications Limited.
- 34 Equipment accommodation module at Penn, Wolverhampton, more particularly described in a lease to be made between (1) The National Grid Company plc and (2) Energis Communications Limited.
- 35 Equipment accommodation module at Penwortham, Preston, more particularly described in a lease to be made between (1) The National Grid Company plc and (2) Energis Communications Limited.
- 36 Equipment accommodation module at Rainhill, St Helens, Merseyside, more particularly described in a lease to be made between (1) The National Grid Company plc and (2) Energis Communications Limited.
- 37 Equipment accommodation module at Skelton Grange, Leeds, more particularly described in a lease to be made between (1) The National Grid Company plc and (2) Energis Communications Limited.
- 38 Equipment accommodation modules at Stella West, Blaydon, Tyne & Wear, more particularly described in two leases to be made between (1) The National Grid Company plc and (2) Energis Communications Limited.
- 39 Equipment accommodation module at Sundon, Luton, Beds, more particularly described in a lease to be made between (1) The National Grid Company plc and (2) Energis Communications Limited.
- 40 Equipment accommodation module at Taunton, Somerset, more particularly described in a lease to be made between (1) The National Grid Company plc and (2) Energis Communications Limited.
- 41 Equipment accommodation module at Thorpe Marsh, S Yorks, more particularly described in a lease to be made between (1) The National Grid Company plc and (2) Energis Communications Limited.
- 42 Equipment accommodation module at Tottenham, London, more particularly described in a lease to be made between (1) The National Grid Company plc and (2) Energis Communications Limited.

Short particulars of all the property mortgaged or charged

- 43** Equipment accommodation module at Twinsted/Thaxted, more particularly described in a lease to be made between (1) The National Grid Company plc and (2) Energis Communications Limited.
- 44** Equipment accommodation module at Upper Boat, Pontypridd, more particularly described in a lease to be dated 9 April 1998 between (1) The National Grid Company plc and (2) Energis Communications Limited.
- 45** Equipment accommodation module at Walham, Gloucester, more particularly described in a lease to be made between (1) The National Grid Company plc and (2) Energis Communications Limited.
- 46** Equipment accommodation module at Walpole, Wisbech, more particularly described in a lease to be made between (1) The National Grid Company plc and (2) Energis Communications Limited.
- 47** Equipment accommodation module at Waltham Cross, Essex, more particularly described in a lease to be made between (1) The National Grid Company plc and (2) Energis Communications Limited.
- 48** Equipment accommodation modules at West Weybridge, Addlestone, more particularly described in two leases to be made between (1) The National Grid Company plc and (2) Energis Communications Limited.
- 49** Equipment accommodation module at Whitegate, Chadderton, Oldham, more particularly described in a lease to be made between (1) The National Grid Company plc and (2) Energis Communications Limited.
- 50** Equipment accommodation module at Willenhall, Birmingham, more particularly described in a lease to be made between (1) The National Grid Company plc and (2) Energis Communications Limited.
- 51** Equipment accommodation module at Wimbledon, London, more particularly described in a lease to be made between (1) The National Grid Company plc and (2) Energis Communications Limited.

Short particulars of all the property mortgaged or charged

**Part III
NGC Restricted EAM Sites**

- 1 Equipment Accommodation Module at Nechells, Saltley, Birmingham, more particularly described in an Underlease to be made between (1) The National Grid Company plc and (2) Energis Communications Limited.
- 2 Equipment Accommodation Module at Beddington, Croydon, more particularly described in an Underlease to be made between (1) The National Grid Company plc and (2) Energis Communications Limited.
- 3 Equipment Accommodation Module at Tinsley Park, Sheffield, more particularly described in an Underlease to be made between (1) The National Grid Company plc (2) Energis Communications Limited.
- 4 Equipment Accommodation Module at High Marnham, more particularly described in an Underlease to be made between (1) The National Grid Company plc and (2) Energis Communications Limited.
- 5 Equipment Accommodation Module at Ratcliffe-on-Soar, more particularly described in an Underlease to be made between (1) The National Grid Company plc and (2) Energis Communications Limited.
- 6 Equipment Accommodation Module at Kirtwell, more particularly described in an Underlease to be made between (1) The National Grid Company plc and (2) Energis Communications Limited.
- 7 Equipment Accommodation Module at Tremorfa, more particularly described in an Underlease to be made between (1) The National Grid Company plc and (2) Energis Communications Limited.
- 8 Equipment Accommodation Module at Woodbridge Road Guildford more particularly described in a Lease dated 28 March 2000 made between (1) The National Grid Company plc (2) Energis Communications Limited.

Short particulars of all the property mortgaged or charged

**Part IV
Restricted Leasehold Property**

(A) Offices

- 1** All that leasehold property known as the Ground Floor, Queens Court, Alderley Edge, Cheshire, Macclesfield, more particularly described in an Underlease dated 13 May 1994 between (1) Avonmore Foods Limited and (2) Energis Communications Limited.
- 2** The Leasehold Property known as Fourth Floor Thames Tower, Station Road, Reading more particularly described in a Lease dated 14 February 2001 made between Portfolio Ventures (Reading GP1) Limited and Portfolio Ventures (Reading GP2) Limited (1) Energis Communications Limited (2) Energis plc (3) as extended by a Reversionary Lease 12 October 2001.
- 3** The Leasehold Property known as Second Third and Fourth Floors Garrard House, 30 Garrard Street, Reading, more particularly described in a Lease dated 1 December 2000 made between JLPBS Garrard Limited (1) Energis Communications Limited (2) Energis plc (3)
- 4** The Leasehold Property known as Second and Third Floors Thames Tower, Station Road, Reading more particularly described in a Lease dated 2 April 2001 made between Portfolio Ventures (Reading GP1) Limited and Portfolio Ventures (Reading GP2) Limited (1) Energis Communications Limited (2) Energis plc (3) as extended by a Reversionary Lease 12 October 2001.
- 5** The Leasehold Property known as 1500 Solihull Parkway, Birmingham Business Park, Solihull, Birmingham more particularly described in a Lease dated 12 November 1990 made between Business Parks Services Limited (1) West Midlands Development Agency (2) registered under Title Number WM694293.
- 6** The Leasehold Property known as Part 4th Floor Carmelite 50 Victoria Embankment London EC4 more particularly described in an Underlease dated 9 August 2001 made between (1) Huntsmoor Nominees (Carmelite) Limited (2) Energis Communications Limited (3) Energis plc.
- 7** The Leasehold Property known as Energis House Forbury Road Reading more particularly described in a Lease dated 5 July 2000 made between (1) JLPBS Forbury Limited (2) Energis plc and associated car parking spaces held under a lease of the same date and made between the same parties.
- 8** All and Whole the interior of the office premises forming the basement and ground floor of the larger office premises, the stairs leading from the ground floor to the basement floor and the room between basement and ground floor, all forming part of the subjects known as and forming Seven Coates Crescent, Edinburgh, which subjects are more particularly described in Lease between Albarn Properties Limited, Freeman Fox Limited and Freeman Fox (Holdings) Limited dated 20 and 27 both days February and registered in the Books of Council and Session on 12 March all days 1985.
- 9** The leasehold property known as the Fourth Floor, Carmelite, London, more particularly described in an Underlease dated 14 November 1997 between (1) The National Grid Company plc and (2) Energis Communications Limited.
- 10** The leasehold property known as Lower Ground, Third, Fourth and Fifth Floors, Energis House, Queens Road, Reading, more particularly described in four Leases dated 19 May 1995 each

Short particulars of all the property mortgaged or charged

made between (1) Caradon Properties Limited (2) Energis Communications Limited and (3) The National Grid Company plc.

- 11** The leasehold property known as first and second floors, Energis House, Queen's Road, Reading more particularly described in two leases dated 31 January 1998 each made between (1) Caradon Properties Limited (2) Energis Communications Limited and (3) The National Grid Company plc.

(B) Switch Sites

- 1** The leasehold property known as 7 Peterwood Park, Peterwood Way, Beddington Farm Road, Croydon, Surrey, more particularly described in a Lease dated 27 March 1997 between (1) Midland Bank PLC as Trustee for Hill Samuel Property Unit Trust, (2) Energis Communications Limited and (3) The National Grid Company plc.
- 2** The leasehold property known as Unit B, Holly Industrial Park, Watford, more particularly described in a Lease dated 12 April 1996 between (1) Allied Dunbar Assurance plc, (2) Energis Communications Limited and (3) The National Grid Company plc.
- 3** The Leasehold Property known as Unit C, Sunset Business Park Manchester Road, Kearsley, Greater Manchester more particularly described in a Lease dated 17 January 2001 made between The Second Industrial Partnership Limited (1) Energis Communications Limited (2).
- 4** The Leasehold Property known as Units 55 & 56 Gravelly Industrial Park, Birmingham more particularly described in a Lease dated 29 November 1999 made between The Standard Life Assurance Company (1) Energis Communications Limited (2)
- 5** Unit 58, Gravelley Industrial Park, Birmingham comprised in a lease dated 14 November 1997 between (1) The Standard Life Assurance Company, (2) Energis Communications Limited and (3) The National Grid Company plc. Title number WM676469.

(C) SNAP Sites

- 1** Part Lower Ground Floor, 1 Brook Street, Nottingham more particularly described in an agreement for lease dated 20 November 1994 between (1) Gillborn Properties Limited and (2) Energis Communications Limited registered under title number NT333902.
- 2** The leasehold property known as Basement, Horsefare House, 3 Horsefare Street, Leicester more particularly described in a lease dated 31 October 1994 between (1) St Martins Property Investment Limited and (2) Energis Communications Limited.
- 3** The leasehold property known as Lower Ground Floor, Festival House, 177/179 West George Street, Glasgow more particularly described in a lease dated 5 December 1989 and 8 January 1990 between (1) Brandknight Limited and (2) Dial Office Holdings Limited.
- 4** The leasehold property known as Part of Basement Floor, Parkgate, Westgate Street, Cardiff, registered under title number WA764700.
- 5** The leasehold property known as Unit A, Abbeygate Business Centre, Hitchin Road, Luton, registered under title number BD190702.
- 6** The leasehold property known as 111 Charles Street, Sheffield, registered under title number SYK358961.
- 7** The leasehold property known as 30 Queen Square, Bristol, registered under title number AV250932.

Short particulars of all the property mortgaged or charged

- 8 The leasehold property known as Part of St Johns House, St Johns Square, Wolverhampton, registered under title number WM617083.
- 9 The leasehold property known as the Basement Level, Carlton Tower, St Pauls Street, Leeds, registered under title number WYK573112.
- 10 The leasehold property known as Land at the Rear of Units 1 and 2, Maybrook House, Grainger Street, Newcastle, registered under title number TY309900.
- 11 The leasehold property known as Part of Kinterbery House, Kinterbery Street, Plymouth, registered under title number DN358352.
- 12 The leasehold property known as 8 Newgate Court, Paradise Street, Coventry, more particularly described in a Lease dated 22 November 1994 between (1) The Council of the City of Coventry and (2) Energis Communications Limited.
- 13 Unit 1, Woodside, South Marsden Industrial Estate, Swindon, Wiltshire comprised in a lease dated 4 November 1997 between (1) Arthur Green (Maidenhead) Limited and (2) Energis Communications Limited.
- 14 The Leasehold Property known as basement premises at 1 Poultry London EC2 more particularly described in a Lease dated 31 May 2000 made between Rathdale Limited (1) Energis Communications Limited (2) registered under Title Number NGL787147

(D) Equipment Accommodation Modules

- 1 A site for generator transformer and earth mat at Sunset Business Centre, Kearsley, Greater Manchester, more particularly described in a Lease dated 10 July 1997 between (1) Sunset Development Limited and (2) Energis Communications Limited.
- 2 All that leasehold property known as Land on the South Side of Moorhouses, Fremington, Brougham, Penrith, Cumbria, registered under title number CU108175.
- 3 All that leasehold property known as Land to the South East of Radcliffe Road, Radcliffe on Trent, Nottinghamshire, registered under title number NT312741.
- 4 All that leasehold property known as Land on the South Side of a road leading from Treadam to Llantilio Crossenny, registered under title number WA792076.
- 5 All that leasehold property known as Land lying to the West of West Angerton, Bankfoot, Greenford, Northumberland registered under title number ND96073.
- 6 All that leasehold property known as Land to the South East of Lodge Lane, Long Buckby, Northamptonshire registered under title number NN187453.
- 7 All that leasehold property known as Land to the South East of Mill Lane, Hutton Roof, Cumbria, registered under title number CU121881.
- 8 All that leasehold property known as Seven Springs, Dowmans Farm, Coberley, Gloucestershire, registered under title number GR181580.
- 9 All that leasehold land known as Land to the North East side of Newton Road, Sporle, Swaffham, Norfolk, registered under title number NK184869.

Name of Company
Energis Holdings Limited

Company Number
3649524

Short particulars of all the property mortgaged or charged

- 10 All that leasehold property known as Land at Stripe Lane, Overton, Poppleton, Skelton, North Yorkshire, more particularly described in a Lease dated 22 July 1996 between (1) Mr W Bridge and (2) Energis Communications Limited.
- 11 The leasehold property at Blick Road, Warwick more particularly described in a lease dated 29 January 1997 between (1) East Midlands Electricity PLC and (2) Energis Communications Limited, registered under title number WK372461.
- 12 All that leasehold property known as Land to the East of Ruskin Road, Banbury, Oxfordshire, registered under title number ON192816.
- 13 All that leasehold property at Station Road, Barton-under-Needwood, Staffordshire, more particularly described in a lease dated 10 February 1998 between (1) East Midlands Electricity plc and (2) Energis Communications Limited.
- 14 All that leasehold property at High Street Green Water Tower, High Street Green, Hemel Hempstead, Herts, more particularly described in a lease dated 30 November 2000 between (1) Three Valleys Water plc and (2) Energis Communications Limited.

Short particulars of all the property mortgaged or charged

**Part V
SNIP sites**

SCOTLAND

1. Garage located at 14B Canning Street Lane, Edinburgh, Scotland.
2. 11 Bankhead Broadway, Sighthill, Edinburgh, Scotland.
3. 72 Waterloo Street, Glasgow, Scotland

ENGLAND

1. 52 - 54 Lime Street, London EC3 England.
2. 1 Canada Square, London, England.
3. 155 Bishopsgate, London EC2M England.
4. 1 Poultry Lane, London, England.
5. Basement level, Carmelite, 50 Victoria Embankment, London, EC4 England.
6. 77 -79 Kingsway, London, England.
7. 62 Wimpole Street, London, England.
8. Railtrack land, Basing View, Basingstoke.

Name of Company
Energis Holdings Limited

Company Number
3649524

Short particulars of all the property mortgaged or charged

**Schedule 2
SWEB Licences**

Two services agreements made between (1) South Western Electricity plc and (2) the Initial Guarantor dated 19 November 1996 and 13 November 1996 relating to the use of certain optic fibres at locations including, *inter alia*:

Portishead 132 BSP, Portbury Wharf, Harbour Road, Portishead, Avon

Bridgwater Main 132 BSP, Dunwear, Westonzoyland Road, Bridgwater, Somerset

Newton Abbott 132 BSP, Brunel Road, Newton Abbott, Devon

Fraddon 132 BSP, Penhayle, Fraddon, Cornwall

St Buryan 33kV Substation, near Bunkers Hill, St Buryan, Penzance, Cornwall

Milehouse BSP, Milehouse Road, Plymouth, Devon

Prince Rock Substation, Plymouth, Devon

and

a service agreement made between (1) Norweb plc and (2) the Initial Guarantor dated 21 August 1995 relating to the provision of services in respect of fibre optic cable.

Name of Company
Energis Holdings Limited

Company Number
3649524

Short particulars of all the property mortgaged or charged

**Schedule 3
Original Shares**

Chargor	Name of Company issuing Shares	No. of Shares	Class of Shares	Nominal Value of each Share	Registered Holder(s) as at the date hereof
Energis Holdings Limited	Energis Communications Limited	196,008,208	Ordinary	10 pence	Energis Holdings Limited
Energis Holdings Limited	Energis Squared Limited	24,000,000	Ordinary	25 pence	Energis Holdings Limited
Energis Holdings Limited	MetroHoldings Limited	8,581,500	Ordinary	£1	Energis Holdings Limited
Energis Holdings Limited	Energis Integration Services Limited	300,000	Ordinary	£1	Energis Holdings Limited
Energis Holdings Limited	Energis Carrier Services (UK) Limited	110,000	Ordinary	£1	Energis Holdings Limited
Energis Holdings Limited	Energis Mobile Limited	1	Ordinary	£1	Energis Holdings Limited
Energis Holdings Limited	T3 Telecommunications Limited	1	Ordinary	£1	Energis Holdings Limited

FILE COPY



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No. 03649524

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A DEED OF DEBENTURE AND ASSIGNMENT BETWEEN ENERGIS HOLDINGS LIMITED (THE "COMPANY") ENERGIS COMMUNICATIONS LIMITED (THE "INITIAL GUARANTOR") AND THE SECURITY TRUSTEE (AS DEFINED) DATED THE 3rd JANUARY 2002 AND CREATED BY ENERGIS HOLDINGS LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO THE ROYAL BANK OF SCOTLAND plc AS SECURITY TRUSTEE FOR THE SECURED PARTIES (THE "SECURITY TRUSTEE" OR THE "AGENT") 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 14th JANUARY 2002.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 17th JANUARY 2002.



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES



Companies House

— for the record —

LC 0001