

# M

COMPANIES FORM No. 395

**Particulars of a mortgage or charge**

# 395

CHA213

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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 For official use  
(Address overleaf-Note 5)

Company Number

3649524

Name of Company

\* ENERGIS HOLDINGS LIMITED

Date of creation of the charge

16 December 1998

Description of the instrument (if any) evidencing the charge (note2)

Deed of debenture and assignment dated 16 December 1998 (the "Debenture") between Energis Holdings Limited (the "Company"), Energis Communications Limited and the Security Trustee (as defined below)

Amount secured by the charge

all monies and liabilities (whether actual or contingent) which are now or may at any time after the date of the Debenture be due, owing or payable, or expressed to be due, owing or payable, to the Security Trustee, or any Secured Party from or by the Company, Energis plc or any Guarantor under or in connection with the Facility Agreement (excluding the guarantee from the Guarantor contained therein), the Inter-creditor Deed, a Hedging Contract, an Overdraft Facility, the Subordination Agreement, the Security Trust Deed (excluding the guarantee from the Guarantor contained therein) or the Debenture and other Charges, together with all legal and other 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 (together the "Secured Sums")

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

The Toronto-Dominion Bank, a bank incorporated in Canada and registered in England as an overseas corporation (Number FC004422) as security trustee for the Secured Parties (the

"Security Trustee" or

Postcode

EC2A 1BD

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

Linklaters & Alliance (JCT/MCI)  
One Silk Street  
London EC2Y 8HQ

1823768/2.0/24 Dec 1998

Time critical reference

For Official Use  
Mortgage Section

Post Room



Short particulars of all the property 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 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 and 13 in Part II of Schedule 1), NGC Restricted EAM Sites and the Restricted Leasehold Property)
- 1.2 by way of first fixed equitable charge:
  - 1.2.1 all Real Property vested in it (excluding the NGC Restricted EAM Sites and the Restricted Leasehold Property) 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 A4, B and C of

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Particulars as to commission allowance or discount (note 3)

NIL

Signed *Linklater & Alliance*

Date *24/12/98*

On behalf of chargee†

† 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. The address of the Registrar of Companies is:-  
Companies House, Crown Way, Cardiff CF4 3UZ

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**Particulars of a mortgage or charge  
(continued)**

**1**

Continuation sheet No \_\_\_\_\_  
to Form No 395 and 410 (Scot)

Company number

3649524

Please complete  
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Name of company

ENERGIS HOLDINGS LIMITED

Description of the instrument creating or evidencing the mortgage or charge (cont.) (note2)

Amount due or owing on the mortgage or charge (cont.)

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**Names, addresses and descriptions of the mortgagees or persons entitled to the charge (cont.)**

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

**"Agent")** of Triton Court, 14-18 Finsbury Square, London

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 as specified in paragraph 1.1 above or charged as specified in paragraph 1.2 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 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 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 and
- 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 as specified in paragraph 1.3.3 above), including, for the avoidance of doubt, Assets expressed to be subject to the charge by way of legal

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**Particulars of a mortgage or charge  
(continued)**

**2**

Continuation sheet No \_\_\_\_\_  
to Form No 395 and 410 (Scot)

Company number

3649524

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Name of company

ENERGIS HOLDINGS LIMITED

Description of the instrument creating or evidencing the mortgage or charge (cont.) (note2)

Amount due or owing on the mortgage or charge (cont.)

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**Names, addresses and descriptions of the mortgagees or persons entitled to the charge (cont.)**

Please complete  
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1.5.1 If such Real Property is situate in England and Wales, a first legal mortgage or

1.5.2 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 1.5.1 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.

**2** The Debenture also contains provisions to the effect that:-

2.1 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.

2.2 If any event of default or potential event of default (or other event constituting a Payment Event for the purposes of the Debenture) is continuing, the Security Trustee may at any time, by notice to the Company, convert the floating Charge into a fixed Charge as regards such Charged Assets as shall be specified (whether generally or specifically) in that notice.

2.3 If, without the prior written consent of the Security Trustee, the Company creates or permits to subsist any Security except as permitted under Clause 22.2.2 of the Facility Agreement 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 Charged Assets, the floating Charge created by the Debenture over the Charged 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.

2.4 At any time following:

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

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

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

2.5 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

mortgage as specified in paragraph 1.3.1 above, the fixed charges as 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:

- 2.1 the Network Document Assets
- 2.2 the Sale and Purchase Agreement Assets
- 2.3 the Hedging Contract Assets and
- 2.4 the Bank Account Assets.

**Notes:-**

**1** Under the Debenture, the Company has covenanted, inter alia, that:-

- 1.1 it shall not, 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 22.2.2 of the Facility Agreement.
- 1.2 it shall not, without the prior written consent of the Security Trustee, sell, transfer, assign, lease or hire out, factor, discount, licence, lend, part with its 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.
- 1.3 it shall in respect of any Restricted Leasehold Property referred to in paragraphs A4, B and C of Part IV of Schedule1 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 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 1.5 below;
- 1.4 it shall apply for and use:
  - 1.4.1 all reasonable endeavours where a qualified prohibition on charging exists or
  - 1.4.2 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.

- 1.5 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):

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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.

- 2.6 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.

3 In this Form 395:-

**"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 NGC, dated 17 November 1997 and made between The National Grid Company plc and Energis Communications Limited

**"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 the 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 the 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 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

**"Charges"** means all or any of the security created, or which may at any time be created, by or pursuant to the Debenture (including the floating charge)

**"Deed of Amendment"** means the deed of amendment dated 9 December 1997 and made between The National Grid Company plc and Energis Communications Limited amending certain agreements relating to the Network

**"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:

- (a) the Original Shares
- (b) any Further Shares or
- (c) any Shares, rights or other property previously accruing, offered, issued or paid as mentioned in this definition

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**"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

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

**"Facility Agreement"** means the facility agreement dated 16 December 1998 and made between the Company, the Lenders, Energis plc, Energis Communications Limited, Kleinwort Benson Limited as arranger and the Security Trustee, pursuant to which the Lenders have agreed to make available to the Company a £500,000,000 revolving loan and guarantee facility

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

**"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

**"Guarantor"** means Energis Communications Limited and each person acceding to the Security Trust Deed as an additional guarantor

**"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"** means all of 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 the Debenture) and including, without limitation, in each case:

- (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 Energis Communications Limited 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 made between The National Grid Company plc, The National Grid Group plc, the Company, Energis Communications Limited 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 Energis Communications Limited 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 Energis Communications Limited'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

**"Network Document Assets"** means 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:

- (a) the Master Lease and
- (b) 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 Energis Communications Limited
- (c) the Framework Installation Agreement dated 9 December 1997 and made between The National Grid Company plc and Energis Communications Limited and
- (d) 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 Limited 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 any 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 Energis Communications Limited by an Overdraft Bank

**"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

**"Sale and Purchase Agreement"** means the agreement between Energis plc and the Company, in respect of the transfer of Energis plc's entire shareholding in Energis Communications Limited, Planet Online Limited and Metro Holdings Limited to the Company entered into in the agreed form

**"Sale and Purchase Agreement Assets"** means all of the Company's right, title, benefits, interests and claims, whether existing now or in the future, under and in respect of the Sale and Purchase Agreement and including, without limitation, in each case:

- (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 the Sale and Purchase Agreement
- (ii) any and all rights to make claims or otherwise require payment of any amount under, or performance of, any provision of the Sale and Purchase Agreement
- (iii) the benefit of the right to sue on all representations, warranties or other assurances given to the Company under and in respect of the Sale and Purchase Agreement and
- (iv) all causes and rights of action arising under or in respect of the Sale and Purchase Agreement against any party to the Sale and Purchase Agreement,

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

**"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 and made between the Company, Energis Communications Limited, the Security Trustee and the Lenders

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

**"Subordination Agreement"** means the subordination agreement dated 16 December 1998 and made between the Company, Energis plc and the Security Trustee

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

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



**SCHEDULE 1**  
**Real Property**  
**Part I**  
**Unrestricted Property**

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**(A) Offices**

- 1 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.
- 2 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.
- 3 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)

**(B) Switch Sites**

- 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 The leasehold property known as Unit 57, Gravelly Industrial Park, Jarvis Way, Birmingham, registered under title number WM639922.

**(C) SNAP Sites**

- 1 The leasehold property known as Suite 112, Cunard Building, Liverpool, registered under title number MS364464.
- 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.

**(D) Equipment Accommodation Modules**

- 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.
- 2 All that freehold property known as Land lying to the North of Blakey Lane, Sowerby, Hambleton, North Yorkshire, registered under title number NYK159091.
- 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.

**PART II**  
**NGC Unrestricted EAM Sites**

Please complete  
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- 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, Connaught 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 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 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.
- 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.

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- 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.
- 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.

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

**Short particulars of all the property mortgaged or charged (cont.)**

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- 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.

**PART III**  
**NGC Restricted EAM Sites**

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- 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 Kirwell, 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.

**PART IV**  
**Restricted Leasehold Property**

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**(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 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.
- 3 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 made between (1) Caradon Properties Limited (2) Energis Communications Limited and (3) The National Grid Company plc.
- 4 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.

**(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.
- 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.
- 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.

**(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.
- 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.



**Short particulars of all the property mortgaged or charged (cont.)**

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- 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 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.
- 15 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.
- 16 Equipment room, One Canada Square, Canary Wharf, London E14 comprised in a lease dated 17 June 1998 between (1) CWC SPVa Ltd. and Energis Communications Limited.
- 17 Storeroom A Basement 52/54, Lime Street, London EC3 comprised in a lease dated 12 August 1998 between (1) Prudential Assurance Company Limited and (2) Energis Communications Limited.

**SCHEDULE 2**  
**SWEB Licences**

Two services agreements made between (1) South Western Electricity plc and (2) Energis Communications Limited 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) Energis Communications Limited dated 21 August 1995 relating to the provision of services in respect of fibre optic cable.

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**SCHEDULE 3**  
**Original Shares**

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<b>Chargor</b>	<b>Name of Company issuing Shares</b>	<b>No. of Shares</b>	<b>Class of Shares</b>	<b>Nominal Value of each Share</b>	<b>Registered Holder(s) as at the date hereof</b>
Energis Holdings Limited	Energis Communications Limited	196,000,000	Ordinary	10 pence	Energis plc
Energis Holdings Limited	Planet Online Limited	4,000,000	Ordinary	25 pence	Energis plc
Energis Holdings Limited	MetroHoldings Limited	1,505,000	Ordinary	£1	Energis plc

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 DATED THE 16th DECEMBER 1998 AND CREATED BY ENERGIS HOLDINGS LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY AND/OR ALL OR ANY OTHER COMPANIES NAMED THEREIN TO THE TORONTO-DOMINION BANK (AS AGENT AND SECURITY TRUSTEE FOR THE SECURED PARTIES) UNDER OR IN CONNECTION WITH EACH FINANCING DOCUMENT (AS DEFINED IN THE DEED) OR THE DEBENTURE AND OTHER CHARGES WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 30th DECEMBER 1998.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 5th JANUARY 1999.

A handwritten signature in ink, appearing to read 'Phil Davies'.

PHIL DAVIES  
for the Registrar of Companies



C O M P A N I E S H O U S E