

# M

## COMPANIES FORM No. 395

### Particulars of a mortgage or charge

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

# 395

CHFP025

Please do not  
write in  
this margin

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

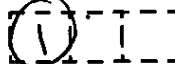
\*insert full name  
of Company

Pursuant to section 395 of the Companies Act 1985

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

For official use

Company number



6428375

Name of company

\* North West Electricity Networks Limited (the "**Company**")

Date of creation of the charge

22 November 2007

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

Debenture dated 22 November 2007 (the "**Debenture**") made by the Company in favour of HSBC Bank plc as security trustee (the "**Security Trustee**")

Amount secured by the mortgage or charge

All of the obligations owing to the Secured Parties by any Obligor under or pursuant to the Finance Documents (including the Debenture and any Mortgage) including any liability in respect of any further advances made under the Finance Documents, whether present or future, actual or contingent (and whether incurred alone or jointly and whether as principal or surety or in some other capacity)

(See Schedule 2 for definitions)

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

HSBC Bank plc  
Level 24, 8 Canada Square,  
London

Postcode E14 5HQ

Presentor's name address and  
reference (if any)

Clifford Chance LLP  
(via CH London Counter)  
10 Upper Bank Street  
London  
E14 5JJ

008452/70-40334485/901273

Time critical reference

For official Use (06/2005)

Mortgage Section

Post room

MONDAY



\*LVK65V6C\*

LD4

03/12/2007

293

COMPANIES HOUSE

Short particulars of all the property mortgaged or charged

Please see Schedule 1 and Schedule 2 attached

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)

None

Signed

*Clifford Tence*

Date

*3 Decem 2007*

On behalf of ~~XXXXXXXXXXXX~~ (chargee) †

**A fee is payable  
to Companies  
House in  
respect of each  
register entry  
for a mortgage  
or charge  
(See Note 5)**

† delete as  
appropriate

Notes

- 1 The original instrument (if any) creating or evidencing the charge, together with these prescribed particulars correctly completed must be delivered to the Registrar of Companies within 21 days after the date of creation of the charge (section 395) If the property is situated and the charge was created outside the United Kingdom delivery to the Registrar must be effected within 21 days after the date on which the instrument could in due course of post, and if dispatched with due diligence, have been received in the United Kingdom (section 398) A copy of the instrument creating the charge will be accepted where the property charged is situated and the charge was created outside the United Kingdom (section 398) and in such cases the copy must be verified to be a correct copy either by the company or by the person who has delivered or sent the copy to the Registrar The verification must be signed by or on behalf of the person giving the verification and where this is given by a body corporate it must be signed by an officer of that body A verified copy will also be accepted where section 398(4) applies (property situate in Scotland or Northern Ireland) and Form No 398 is submitted
- 2 A description of the instrument, eg "Trust Deed", "Debenture", "Mortgage", or "Legal charge", etc, as the case may be, should be given
- 3 In this section there should be inserted the amount or rate per cent of the commission, allowance or discount (if any) paid or made either directly or indirectly by the company to any person in consideration of his,
  - (a) subscribing or agreeing to subscribe, whether absolutely or conditionally, or
  - (b) procuring or agreeing to procure subscriptions, whether absolute or conditional,for any of the debentures included in this return The rate of interest payable under the terms of the debentures should not be entered
- 4 If any of the spaces in this form provide insufficient space the particulars must be entered on the prescribed continuation sheet
- 5 A fee of £13 is payable to Companies House in respect of each register entry for a mortgage or charge Cheques and Postal Orders must be made payable to **Companies House**.
- 6 The address of the Registrar of Companies is Companies House, Crown Way, Cardiff CF14 3UZ

## SCHEDULE 1

### SHORT PARTICULARS OF ALL THE PROPERTY MORTGAGED OR CHARGED

#### 1 ASSIGNMENTS, FIXED AND FLOATING CHARGES

c/p  
as

##### 1.1 In the Debenture the Company has

1.1.1 charged with full title guarantee in favour of the Security Trustee as trustee for the Secured Parties with the payment and discharge of the Secured Obligations, by way of first fixed charge (subject to obtaining any necessary consent to such mortgage or fixed charge from any third party) all the Company's right, title and interest from time to time in and to each of the following assets

- (a) the Real Property (which so far as it relates to land in England and Wales vested in the Company at the date of the Debenture shall be a charge by way of legal mortgage),
- (b) the Accounts,
- (c) the Intellectual Property,
- (d) any good will and rights in relation to the uncalled capital of the Company,
- (e) the Investments, and
- (f) the Shares, all dividends, interest and other monies payable in respect of the Shares and all other Related Rights (whether derived by way of redemption, bonus, preference, option, substitution, conversion or otherwise)

1.1.2 assigned and agreed to assign absolutely with full title guarantee to the Security Trustee as trustee for the Secured Parties as security for the payment and discharge of the Secured Obligations all the Company's right, title and interest from time to time in and to each of the following assets (subject to obtaining any necessary consent to that assignment from any third party)

- (a) the proceeds of any Insurance Policy and all Related Rights,
- (b) all rights and claims in relation to any Account, and
- (c) the Specific Contracts

1.1.3 charged with full title guarantee in favour of the Security Trustee as trustee for the Secured Parties with the payment and discharge of the Secured Obligations by way of first floating charge all present and future assets and undertakings of the Company.

1 2 The Debenture provides that the floating charge created by the Debenture shall be deferred in point of priority to all fixed Security validly and effectively created by the Company under the Finance Documents in favour of the Security Trustee as trustee for the Secured Parties as security for the Secured Obligations

1 3 Paragraph 14 of Schedule B1 to the Insolvency Act 1986 applies to the floating charge created pursuant to the Debenture

2 **FURTHER ASSURANCE**

The Debenture contains covenants for further assurance

3 **NEGATIVE PLEDGE**

The Debenture contains a negative pledge

## SCHEDULE 2

### DEFINITIONS

In this form 395

**"A Shares"** means all the issued A shares in the capital of Target

**"Account"** means any account opened or maintained by the Company with the Security Trustee or any other person (and any replacement account or subdivision or subaccount of that account), the debt or debts represented thereby and all Related Rights.

**"Acquisition"** means the acquisition by the Company of the Target Shares on the terms of the Acquisition Documents (as defined in the Company Facilities Agreement)

**"Acquisition Agreement"** means the sale and purchase agreement in the agreed form dated on or about the date of the Company Facilities Agreement relating to the sale and purchase of the Target Shares and made between the Company and the Vendor

**"Additional Borrower"** means a company which becomes a Borrower in accordance with Clause 29 (*Changes to the Obligors*) of the Company Facilities Agreement

**"Agent"** means HSBC Bank plc

**"Arranger"** means HSBC Bank plc

**"Borrower"** means the Company or an Additional Borrower unless it has ceased to be a Borrower in accordance with Clause 29 (*Changes to the Obligors*) of the Company Facilities Agreement

**"Charged Property"** means all the assets and undertakings of the Company which from time to time are the subject of the security created or expressed to be created in favour of the Security Trustee by or pursuant to the Debenture and any Mortgage

**"Company Facilities Agreement"** means the facilities agreement dated 22 November 2007 between, amongst others, the Company (as a borrower), the Arranger, the Agent, the Security Trustee and the Original Lenders (each as defined in that agreement) as amended, varied, novated or supplemented from time to time

**"Completion"** means the completion of the Acquisition in accordance with clause 4 of the Acquisition Agreement

**"Delegate"** means any delegate, agent, attorney or co-trustee appointed by the Security Trustee

**"Finance Document"** means the Company Facilities Agreement, the Mandate Letter, any Accession Letter, any Compliance Certificate, any Fee Letter, any Hedging Agreement, the Intercreditor Agreement, any Resignation Letter, any Selection Notice, any Transaction Security Document, any Utilisation Request, any other document designated as a "Finance Document" by the Agent and the Company and, for the purposes of Clause 2.3 (*Obligors*)

*Agent*) of the Company Facilities Agreement only, any Assignment Agreement and Lender Accession Undertaking (each document as defined in the Company Facilities Agreement unless defined in this Schedule 2)

**"Guarantor"** means each of the Company, Senior Holdco and Junior Holdco

**"Hedge Counterparty"** means a person which has become a party to the Intercreditor Agreement as a Hedge Counterparty in accordance with the provisions of the Intercreditor Agreement

**"Insurance Policy"** means any policy of insurance (including life insurance or assurance) in which the Company may from time to time have an interest

**"Intellectual Property"** means any patents, trade marks, service marks, designs, business names, copyrights, design rights, moral rights, inventions, confidential information, knowhow and other intellectual property rights and interests, whether registered or unregistered, the benefit of all applications and rights to use such assets and all Related Rights

**"Intercreditor Agreement"** means the intercreditor agreement dated 22 November 2007 and made between the Company, Senior Holdco, Junior Holdco, the Parent, the Agent, the Agent (as defined in the Senior Holdco Facilities Agreement), the Agent (as defined in the Junior Holdco Facility Agreement) and certain others

**"Investments"** means

- (a) any stocks, shares, debentures, securities and certificates of deposit (but not including the Shares),
- (b) all interests in collective investment schemes, and
- (c) all warrants, options and other rights to subscribe or acquire any of the investments described in (a) and (b),

in each case whether held directly by or to the order of the Company or by any trustee, nominee, fiduciary or clearance system on its behalf and all Related Rights (including all rights against any such trustee, nominee, fiduciary or clearance system)

**"Junior Holdco"** means North West Electricity Networks (Finance) Limited with registered number 6428374

**"Junior Holdco Facility Agreement"** means the junior holdco facility agreement dated 22 November 2007 and made between, amongst others, Junior Holdco as borrower and HSBC Bank plc as agent

**"Lender"** means

- (a) any Original Lender, and

- (b) any bank, financial institution, trust, fund or other entity which has become a Party in accordance with Clause 28 (*Changes to the Lenders*) of the Company Facilities Agreement,

which in each case has not ceased to be a Party in accordance with the terms of the Company Facilities Agreement

**"Mortgage"** means a mortgage or legal charge in respect of all or any part of the Real Property in accordance with Clause 6 (*Further Assurance*) of the Debenture substantially in the form of Schedule 3 (*Form of Legal Mortgage*) of the Debenture

**"Obligor"** means a Borrower or a Guarantor

**"Original Lender"** means HSBC Bank plc

**"Ordinary Shares"** means all the issued ordinary shares in the capital of Target

**"Parent"** means North West Electricity Networks (UK) Limited with registered number 06428372

**"Party"** means a party to the Company Facilities Agreement

**"Real Property"** means

- (a) any freehold, leasehold or immovable property (including the freehold and leasehold property in England and Wales specified in Schedule 1 of the Debenture), and
- (b) any buildings, fixtures, fittings, fixed plant or machinery from time to time situated on or forming part of such freehold or leasehold property,

and includes all Related Rights

**"Receiver"** means a receiver or receiver and manager or, where permitted by law, an administrative receiver of the whole or any part of the Charged Property and that term will include any appointee made under a joint and/or several appointment

**"Related Rights"** means, in relation to any asset

- (a) the proceeds of sale of any part of that asset;
- (b) all rights under any licence, agreement for sale or agreement for lease in respect of that asset,
- (c) all rights, powers, benefits, claims, contracts, warranties, remedies, security, guarantees, indemnities or covenants for title in respect of that asset, and
- (d) any monies and proceeds paid or payable in respect of that asset

**"Secured Obligations"** means all of the obligations owing to the Secured Parties by any Obligor under or pursuant to the Finance Documents (including the Debenture and any Mortgage) including any liability in respect of any further advances made under the Finance

Documents, whether present or future, actual or contingent (and whether incurred alone or jointly and whether as principal or surety or in some other capacity)

**"Secured Parties"** means the Security Trustee, any Receiver or Delegate, the Agent, the Arranger, each Hedge Counterparty and each Lender from time to time party to the Company Facilities Agreement provided that in the case of the Agent and Lenders such person is party to or has acceded to the Intercreditor Agreement in accordance with its terms

**"Security"** means a mortgage, charge, pledge, lien or other security interest securing any obligation of any person or any other agreement or arrangement having a similar effect

**"Senior Holdco"** means North West Electricity Networks (Holdings) Limited with registered number 6428534

**"Senior Holdco Facilities Agreement"** means the senior holdco facilities agreement dated 22 November 2007 and made between, amongst others, Senior Holdco and HSBC Bank plc as agent.

**"Shares"** means all of the shares in the capital of Target held by, to the order or on behalf of the Company at any time (being at Completion the Ordinary Shares and the A Shares)

**"Specific Contracts"** means the Acquisition Documents (as defined in the Company Facilities Agreement) and the Hedging Agreements (as defined in the Company Facilities Agreement)

**"Target"** means United Utilities Electricity Limited (a company incorporated under the law of England with registered number 02366949)

**"Target Shares"** means all of the shares of Target

**"Vendor"** means United Utilities North West Plc, a company incorporated under the laws of England and Wales with registered number 04146378



FILE COPY



## CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No 06428375

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A DEBENTURE DATED THE 22nd NOVEMBER 2007 AND CREATED BY NORTH WEST ELECTRICITY NETWORKS LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM ANY OBLIGOR TO THE SECURED PARTIES ON ANY ACCOUNT WHATSOEVER UNDER THE TERMS OF THE AFOREMENTIONED INSTRUMENT CREATING OR EVIDENCING THE CHARGE WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 3rd DECEMBER 2007

GIVEN AT COMPANIES HOUSE, CARDIFF THE 11th DECEMBER 2007

*LC angels*



*Companies House*

— for the record —



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES