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CHFP025

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

*insert full name
of Company

COMPANIES FORM No. 395

Particulars of a mortgage or charge

001950/143

395

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

Pursuant to section 395 of the Companies Act 1985

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

For official use

Company number

1 1 2 4

01483729

Name of company

* CH4 DMF Limited

Date of creation of the charge

27 January 2006

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

Third Supplemental Deed of Amendment dated 27 January 2006 to a Note
Purchase Agreement dated 23 December 2003 and made between, inter alia, CH4
Finance B.V., CH4 Energy Limited, CH4 Holdings Limited, CH4 Pipelines
Limited, CH4 Limited, CH4 DMF Limited and the Collateral Agent (as defined
below) (the "Deed")

Amount secured by the mortgage or charge

The Senior Liabilities (as such term is defined in the attached
Continuation Sheet 1 "Amount Secured by the Mortgage or Charge")

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

Deutsche Bank AG (the "Collateral Agent")
Winchester House
1 Great Winchester Street, London

Postcode EC2N 2DP

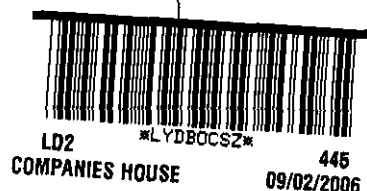
Presentor's name address and
reference (if any):

Paul Hastings Janofsky & Walker
(Europe) LLP
88 Wood Street, London
EC2V 7AJ

For official Use (02/00)

Mortgage Section

Post room



Time critical reference

Short particulars of all the property mortgaged or charged

See the attached Continuation Sheet 2 "Short Particulars of all the Property or Charged"

Please do not write in this margin

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

Particulars as to commission allowance or discount (note 3)

Nil

Signed Paul Hastings Jones & Wallis (Europe) LLP Date 07/02/2006

On behalf of [company] ~~XXXXXXXXXXXX~~ †

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

FORM 395 – PARTICULARS OF A MORTGAGE OR CHARGE

CONTINUATION SHEET 1

1. AMOUNT SECURED BY THE MORTGAGE OR CHARGE

The Senior Liabilities, being all present and future obligations and liabilities (whether actual or contingent, whether owed jointly, severally or in any other capacity whatsoever and whether originally incurred by any Group Company) of any Group Company to the Senior Finance Parties (or any of them) under any of the Senior Finance Documents. For the avoidance of doubt, "Senior Liabilities" shall include, without limitation all present and future liabilities (actual or contingent) payable or owing by any Group Company to any of the Senior Finance Parties (including all Obligations referred to in the Note Purchase Agreement, together with:

- (a) any refinancing, novation, refunding, deferral or extension of any of those liabilities;
- (b) any further advances which may be made by a Senior Finance Party under any agreement expressed to be supplemental to the Senior Finance Documents, plus all interest, fees and costs in connection therewith;
- (c) any claim or damage or restitution in the event of rescission of any of those liabilities or otherwise in connection with the Senior Finance Documents;
- (d) any claim against any Group Company flowing from any recovery by any Group Company of a payment or discharge in respect of those liabilities on grounds of preference or otherwise; and
- (e) any amounts (such as post-insolvency interest) which would be included in any of the above but for any discharge, inability to prove or admit the same in any insolvency or other proceedings.¹

¹ All capitalised words are defined in Clause 2 (Definitions) of Continuation Sheet 2.

FORM 395 – PARTICULARS OF A MORTGAGE OR CHARGE

CONTINUATION SHEET 2

1. SHORT PARTICULARS OF PROPERTY MORTGAGED OR CHARGED

1.1 Turnover

If at any time while the Senior Liabilities have not been paid in full:

- (a) any Borrower or the Issuer makes any payment in cash or in kind on account of, or for the purchase or other acquisition of, all or any part of the Junior Liabilities or the Subordinated Liabilities (other than Permitted Payments); or
- (b) the Junior Lender or any Subordinated Lender receives all or any amount in cash or in kind of the Junior Liabilities or the Subordinated Liabilities (other than Permitted Payments);
 - (i) by way of payment, repayment, prepayment, set-off or in any other manner; or
 - (ii) on account of the enforcement of any Junior Security or any Senior Security or payment under any guarantee for any of the Junior Liabilities or the Subordinated Liabilities,

in each case, the Junior Lender or such Subordinated Lender (as the case may be) will hold any amount so received on trust for the Collateral Agent and pay such amount to the Collateral Agent for application in or towards payment of all the Senior Liabilities.

2. DEFINITIONS

- | | |
|-----------------------------------|---|
| "Account Bank" | means Deutsche Bank AG acting through its London branch at 1 Great Winchester Street, EC2N 2DB, and/or such other bank or financial institution as may be Approved as the Account Bank for the purposes of the Note Purchase Agreement and the other Note Purchase Documents; |
| "Additional Note Purchase" | has the meaning given in Clause 2.1(b) of the Note Purchase Agreement; |
| "Affiliate" | of a specified party means: <ul style="list-style-type: none">(a) any other party directly or indirectly owning, controlling or holding with power to vote 50% or more of the outstanding voting securities of |

the specified party;

- (b) any other party 50% or more of whose outstanding voting securities are directly or indirectly owned, controlled or held with power to vote by the specified party; or
- (c) any other party directly or indirectly controlling, controlled by or under common control with the specified party.

As used herein "control" means possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a party, whether through the direct or indirect ownership of partnership interests, voting securities or other equity interests, or otherwise. The preceding sentence notwithstanding, for purposes of the Note Purchase Documents, Collateral Agent, Administrative Agent and the Note Holders shall be deemed not to be "Affiliates" of any CH4 Entity;

"Approved Hedge"

means any currency swap or Petroleum commodity hedge entered into between the Issuer or the CH4 Parties and a Hedge Counterparty on such terms and subject to such conditions as the Administrative Agent may Approve;

"Approved" or "Approval"

means any action, event, or document, or any other matter contemplated herein, previously approved in writing by the Majority Note Holders, or the Administrative Agent (or its authorized designee), acting as representative for such purposes for all Note Holders (such approval not to be unreasonably withheld, delayed or conditioned). "Approve" shall be interpreted accordingly;

"Articles of Association"

means the Articles of Association of CH4 Parent;

"CH4 DMF"

means after the Completion of the acquisition of the Sale Shares by CH4 Limited in accordance with the UK SPA, and irrespective of whether its name has been changed to CH4 DMF Limited, a company incorporated in England with Company Number 1483729;

"CH4 Entities"

means Parent and the CH4 Parties and "CH4 Entity" means any of them;

"CH4 Finance BV"

means CH4 Finance BV, a company incorporated

	in the Netherlands;
"CH4 Holdings"	means CH4 Holdings Limited, a company incorporated in England with Company Number 4843182;
"CH4 Limited"	means CH4 Limited, a company incorporated in England with Company Number 04480539;
"CH4 Limited Shares Pledge"	means a Deed of Pledge of Shares to be governed by Dutch law, substantially in the form of Exhibit C to the Note Purchase Agreement and granted by CH4 Limited to the Collateral Agent over all of the share capital of CH4 Nederland, as the same may be amended, modified or supplemented from time to time;
"CH4 Nederland"	means, after the Completion of the acquisition of the Sale Shares by CH4 Limited in accordance with the Dutch SPA, and irrespective of whether its name has been changed to CH4 Nedeland B.V., a company incorporated in the Netherlands with company number 34081068;
"CH4 Parties"	means Issuer, CH4 Limited, CH4 Holdings, CH4 Pipelines, CH4 DMF and CH4 Nederland, and "CH4 Party" means any of them;
"CH4 Pipelines"	means CH4 Pipelines Limited, a company incorporated in England with Company Number 2504173;
"Collateral Account Agreements"	means the agreements each entered into between the Collateral Agent, a CH4 Party and an Account Bank in relation to a Collateral Account in such form as the Collateral Agent shall Approve;
"Collateral Account"	means each Approved account established with the Account Bank pursuant to the Note Purchase Document;
"Coupon Interest"	has the meaning given in Clause 2.5 of the Note Purchase Agreement;
"Debenture"	means the debenture dated 23 December 200 and granted by CH4 Holdings, the Issuer, CH4 Pipelines Limited, CH4 Finance and CH4 Limited to the Collateral Agent, as the same may be modified, amended or supplemented from time to time;

"Debt"	means, as to any party at any date, all or any, indebtedness, liabilities and obligations of such party, whether actual or contingent, present or future, matured or unmatured, liquidated or unliquidated, primary or secondary, direct or indirect, and whether or not required to be considered pursuant to Dutch GAAP or UK GAAP, as applicable, and includes indebtedness, liabilities or obligations guaranteed by such party;
"Group Company"	means each Borrower and each Subordinated Lender;
"Hedge Counterparty"	means any Approved counterparty to the Issuer or any CH4 Party under an Approved Hedge;
"Initial Note Purchase"	has the meaning given to such term in Clause 2.1 of the Note Purchase Agreement;
"Initial Note Purchasers"	means TCW Global Project Fund Ltd and TCW Energy Fund X;
"Intercompany Loan Documents"	means all documents (if Approved) pursuant to which any CH4 Entity makes a loan to (or otherwise enters into a borrower/lender relationship with) another CH4 Entity and expressly excludes the Investment Agreement;
"Investment Agreement"	means the investment agreement dated December 23, 2003 between, amongst others, Parent and 3i Group plc;
"Junior Liabilities"	<p>means all present and future obligations and liabilities (whether actual or contingent, whether owed jointly, severally or in any other capacity whatsoever and whether originally incurred by any Group Company) of any Group Company to the Junior Lender under any of the Junior Loan Documents. For the avoidance of doubt, "Junior Liabilities" shall include, without limitation all present and future liabilities (actual or contingent) payable or owing by any Group Company to the Junior Lender together with:</p> <ul style="list-style-type: none"> (a) any refinancing, novation, refunding, deferral or extension of any of those liabilities; (b) any further advances which may be made by the Junior Lender under any agreement expressed to be supplemental to the Junior

Loan Documents, plus all interest, fees and costs in connection therewith;

- (c) any claim or damage or restitution in the event of rescission of any of those liabilities or otherwise in connection with the Junior Loan Documents;
- (d) any claim against any Group Company flowing from any recovery by any Group Company of a payment or discharge in respect of those liabilities on grounds of preference or otherwise; and
- (e) any amounts (such as post-insolvency interest) which would be included in any of the above but for any discharge, inability to prove or admit the same in any insolvency or other proceedings.

"Junior Loan Documents"

means the Investment Agreement, the Articles of Association and any Security Document but only to the extent that such Security Document created Junior Security and any documents supplemental to any of them;

"Junior Security"

means the Security Documents in so far as they secure any sums due to the Junior Lender;

"Late Payment Rate"

means 11% per annum;

"Majority Note Holders"

means, at any time, the Note Holders holding more than fifty percent (50%) of the outstanding principal amount of all Notes;

"Note"

has the meaning given in Clause 2.2 of the Note Purchase Agreement;

"Note Holders"

means the holders of the Notes from time to time, including the Initial Note Purchasers;

"Note Purchase Agreement"

means the note purchase agreement dated 23 December 2003 and made among CH4 Finance B.V. as Issuer, TCW Global Project Fund Ltd and TCW Energy Fund X as Initial Note Purchasers, TCW Asset Management Company as Administrative Agent, and the Collateral Agent, as has been amended, modified, supplemented or novated, including by a supplemental deed of amendment dated 28 November 2005 (the **"First Supplemental Deed of Amendment"**) a second

supplemental deed of amendment dated 23 December 2005 (the "**Second Supplemental Deed of Amendment**"), the Deed and as the same may be otherwise or further amended, modified, supplemented or novated from time to time;

"Note Purchase Documents"

means the Note Purchase Agreement, the Notes, the Security Documents, the Parent Warrant Documents, the On-Loan Agreement, the Intercreditor Deed and all other agreements, certificates, documents, instruments and writings at any time delivered in connection with the purchase of the Notes (exclusive of the term sheets, commitment letters, correspondence and similar documents used in the negotiation hereof, except to the extent the same contain information about Issuer or its Affiliates or their properties, business or prospects and such information is the subject of a written representation or certificate upon which the Note Holders shall rely);

"Note Purchase"

means the Initial Note Purchase or the Additional Note Purchase;

"Obligations"

means the sum of all Debt (including, without limitation, all Principal Payments, Prepayment Fees, Coupon Interest, Late Payment Rate Interest and Supplemental Interest, all payments payable under the Parent Warrant Documents from time to time owing by the Issuer, any CH4 Entity or any Affiliate thereof to Collateral Agent, Administrative Agent, or the Note Holders under or pursuant to any of the Note Purchase Documents;

"On-Loan Agreement"

means the agreement between Issuer and CH4 Limited with respect to the terms of the On-Loan which shall be in the form Approved by the Administrative Agent prior to the Initial Note Purchase;

"On-Loan"

means a loan by Issuer to CH4 Limited of proceeds of the Note Purchases for the purposes described in Clause 2.4 of the Note Purchase Agreement;

"Parallel Debt Agreement"

means the agreement dated on or about the date of the Note Purchase Agreement by and between the Issuer, CH4 Limited, CH4 Holdings, the Finance Parties, 3i Group plc and Deutsche Bank AG on its own behalf, pursuant to which the Issuer, CH4 Limited and CH4 Holdings have agreed to pay to Deutsche Bank AG acting on its own behalf

	amounts equal to the amounts payable by them in respect of their Debt from time to time owing to the Finance Parties or 3i Group plc under or pursuant to any of the Note Purchase Documents, any Approved Hedge, and Permitted Working Capital Facility or any of the Subordinated Loan Documents referred to in the Intercreditor Deed;
"Parent"	means CH4 Energy Limited, a company incorporated in England with Company Number 4440303;
"Parent Warrant Agreement"	means a warrant agreement substantially in the form of <u>Exhibit I</u> of the Note Purchase Agreement among CH4 Limited, CH4 Holdings, Parent, GPF and Funds X, as amended from time to time;
"Parent Warrant Documents"	means the Parent Warrant Agreement and the Parent Warrants;
"Parent Warrants"	means those warrants referred to in the Parent Warranty Agreement;
"Permitted Payment"	means any payment or receipt permitted by Clause 2.1 of the Intercreditor Deed (<i>Permitted Payments</i>);
"Permitted Working Capital Facility"	means a facility made available to any CH4 Party by an Approved lender to fund the general working capital requirements of the Issuer or the CH4 Parties on such terms and subject to such conditions as shall be Approved (or, if no such facility has been made so available, retained sums not to exceed \$2,000,000 in the aggregate at any time for all CH4 Parties retained for purposes of providing working capital to such parties);
"Petroleum"	means any oil, petroleum, natural gas, condensate, or natural gas liquids existing in its natural condition in strata, together with any similar liquid or gaseous hydrocarbons and other substances produced in association therewith including hydrogen sulphide, sulphur and other products produced in association therewith or therefrom;
"Prepayment Fee"	has the meaning given to such term in Clause 2.10(a)(i) of the Note Purchase Agreement;
"Principal Payment"	shall have the meaning given thereto in Clause 2.9 of the Note Purchase Agreement;

"Secured Parties"	means the Finance Parties and 3i Group plc;
"Security Documents"	means the Debenture, CH4 Limited Shares Pledge, the Intercreditor Deed, any Supplemental Intercreditor Deed, the Parallel Debt Agreement, the Collateral Account Agreements, the Note Purchase Agreement, the Junior Security Documents, and all other collateral account agreements, security agreements, deeds mortgages, chattel mortgages, pledges, letters of credit, guarantees and other agreements or instruments now, heretofore, or hereafter delivered by any CH4 Entity or any Affiliate thereof or any other person or entity to the Note Holders, Administrative Agent or Collateral Agent in connection with the Note Purchase Agreement or any transaction contemplated thereby to secure or guarantee, inter alia, the payment of any part of the Obligations or the performance of the other duties and obligations of any CH4 Entity under the Note Purchase Documents, any Approved Hedge or any Permitted Working Capital Facility;
"Senior Finance Document"	means each of the Note Purchase Documents, any Approved Hedge and any Permitted Working Capital Facility;
"Senior Finance Party"	means each of the "Finance Parties" referred to in the Note Purchase Agreement, and their successors and assigns;
"Senior Security"	means the Security Documents in so far as they secure any sums due to the Senior Finance Parties;
"Subordinated Lender"	means any CH4 Entity in its capacity as a lender under any Subordinated Loan Document;
"Subordinated Liabilities"	means all present and future obligations and liabilities (whether actual or contingent, whether owed jointly, severally or in any other capacity whatsoever and whether originally incurred by any Group Company or by some other person) of any Group Company to any Subordinated Lender under any of the Subordinated Loan Documented (including any payment by way of dividend or distribution in respect of equity interests) and all other present and future liabilities (actual or contingent) payable or owing by any Group Company to any Subordinated Lender, together with:

- (a) any refinancing, novation, refunding, deferral or extension of any of those liabilities;
- (b) any further advances which may be made by a Subordinated Lender under any agreement expressed to be supplemental to any Subordinated Loan Document, plus all interest, fees and costs in connection therewith;
- (c) any claim or damage or restitution in the event of rescission of any of those liabilities or otherwise in connection with the Subordinated Loan Documents;
- (d) any claim against any Group Company flowing from any recovery by any Junior Party of a payment or discharge in respect of those liabilities on grounds of preference or otherwise; and
- (e) any amounts (such as post-insolvency interest) which would be included in any of the above but for any discharge, inability to prove or admit the same in any insolvency or other proceedings.

"Subordinated Loan Documents"

means the Intercompany Loan Documents;

"Subordinated Loans"

means all loans and advances of credit advanced at any time by a Subordinated Lender to any Borrower under any Subordinated Loan Document;

"Supplemental Intercreditor Deed"

means an intercreditor deed in form and substance satisfactory to the Administrative Agent in its sole discretion, among the Collateral Agent, the Administrative Agent, each Hedge Counterparty and each Working Capital Lender (as well as any other parties thereto) as amended, modified or supplemented from time to time;

"Supplemental Interest"

means the amount of interest payable under Clause 2.5 of the Note Purchase Agreement;

"Working Capital Lender"

means the lender under any Permitted Working Capital Facility.

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CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No. 01483729

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A THIRD SUPPLEMENTAL DEED OF AMENDMENT TO A NOTE PURCHASE AGREEMENT DATED 23 DECEMBER 2003 AND DATED THE 27th JANUARY 2006 AND CREATED BY CH4 DMF LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM ANY GROUP COMPANY TO THE SENIOR FINANCE PARTIES (OR ANY OF THEM) 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 9th FEBRUARY 2006.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 13th FEBRUARY 2006.

Parker



Companies House

— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES