

MG01

Particulars of a mortgage or charge

127585/13



iris
LASERFORM

A fee is payable with this form.

We will not accept this form unless you send the correct fee.

Please see 'How to pay' on the last page.



What this form is for

You may use this form to register particulars of a mortgage or charge in England and Wales or Northern Ireland.



What this form is NOT for

You cannot use this form to register particulars of a charge for a company. To do this, please use form MG01s.

TUESDAY



LD2

LZPDBE2D

13/10/2009

275

COMPANIES HOUSE

1

Company details

Company number

3 4 7 1 0 3

Company name in full

Arriva plc of 1 Admiral Way, Doxford International
Business Park, Tyne & Weir SR3 3XP (the "Company")

87

For official use

Filling in this form

Please complete in typescript or in bold black capitals.

All fields are mandatory unless specified or indicated by *

2

Date of creation of charge

Date of creation

08 01 2009

3

Description

Please give a description of the instrument (if any) creating or evidencing the charge, e.g. 'Trust Deed', 'Debenture', 'Mortgage', or 'Legal charge'.

Description

Security Assignment of Purchase Contracts dated 8 October 2009 and made between (1) Arriva International Trains (Leasing) Limited, as assignor, (2) the Company, as guarantor, and (3) BAL Global Finance (UK) Limited (the "Lender") (the "Security Assignment")

4

Amount secured

Please give us details of the amount secured by the mortgage or charge.

Amount secured

The "Secured Obligations" being the liabilities of any Obligor to the Lender under or pursuant to the Transaction Documents.

04
+10

PLEASE NOTE THAT ANY CAPITALISED TERMS NOT ALREADY DEFINED ARE DEFINED IN THE ATTACHED DEFINITIONS SECTION.

Continuation page

Please use a continuation page if you need to enter more details.

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Mortgagee(s) or person(s) entitled to the charge (if any)

Please give the name and address of the mortgagee(s) or person(s) entitled to the charge.

Continuation page

Please use a continuation page if you need to enter more details.

Name BAL Global Finance (UK) Limited

Address 5 Canada Square

London

Postcode E 1 4 5 A Q

Name

Address

Postcode

6

Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged.

Continuation page

Please use a continuation page if you need to enter more details.

Short particulars

The Company with full title guarantee (except that the covenants set out in ~~section 3(1) of the Law of Property (Miscellaneous Provisions) Act 1994 shall extend to all charges, encumbrances and rights, even if the Company do not know and could not reasonably be expected to know about them~~) assigns the Security Assets absolutely to the Lender.

PLEASE NOTE THAT ANY CAPITALISED TERMS NOT ALREADY DEFINED ARE DEFINED IN THE ATTACHED DEFINITIONS SECTION.

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Particulars of a mortgage or charge

6 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged.

Short particulars

NEGATIVE PLEDGE

The Company shall not create or permit to subsist any Security over any Security Asset except for Security expressly permitted by, or entered into pursuant to, any Transaction Document.

PLEASE NOTE THAT ANY CAPITALISED TERMS NOT ALREADY DEFINED ARE DEFINED IN THE ATTACHED DEFINITIONS SECTION.

DEFINITIONS

"Borrower" means Arriva International Trains (Leasing) Limited of 1 Admiral Way, Doxford International Business Park, Tyne & Weir, SR3 3XP.

"Contractor" means Stadler Bussnang AG a company incorporated in Switzerland, whose registered office is at Industriestrasse 4, 9565 Bussnang, Switzerland.

"Contract Benefits" means, in relation to a Purchase Contract, all of the Company's rights and benefits under and interest in that Purchase Contract, including:

- (a) all moneys which may become payable, and the benefit of all property and claims, under that Purchase Contract; and
- (b) any claim or action against any other party to that Purchase Contract.

"Facility Agreement" means the facility agreement dated on or around the date of the Security Assignment between the Borrower and the Lender.

"Finance Document" means the Facility Agreement, the Hire Purchase Agreement, the Operator Lease, the Train SPA, the Subordination Agreement, any Transaction Security Document, any utilisation request and any other document designated as a **"Finance Document"** by the Lender and the Borrower.

"Guarantee" means guarantee of the Company in favour of the Lender dated on or about the date of the Security Assignment.

"Guarantor" means the Company.

"Hire Purchase Agreement" means the hire purchase agreement between the Lender, as owner and the Borrower, as hirer of even date hereof and in respect of the Trains.

"NoordNed Concession" means the concession to operate a train service in the Provinces of Friesland and Groningen of The Netherlands for the NoordNed Concession Period granted to the Operator pursuant to the NoordNed Concession Agreement.

"NoordNed Purchase Agreement" means supply agreement dated 14 November 2008 between Stadler Bussnang AG, Arriva International Trains (Leasing) Limited and Arriva plc relating to the manufacture and delivery of 5 (five) additional DMUs, being the 2005 Additional DMUs as referred to in the Letter of Intent as ordered by the company under the Firm Order (as such terms are defined in the above mentioned supply agreement).

"NoordNed Trains" means the five new Stadler DMU-11 2/6 & 2/8 trains being manufactured pursuant to the NoordNed Purchase Agreement.

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6 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged.

Short particulars

"NoordNed Concession Agreement" means the agreements in respect of the NoordNed Concession made between the Operator (i) concession train services Frisian part Leeuwarden-Groningen 2006-2020 dated 29 March 2005 made with Province of Fryslan (ii) concession train services Leeuwarden-Harlingen Haven en Leeuwarden-Stavoren dated 29 March 2005 made with the Province of Fryslan (iii) concession train services Groningen-Roodeschool, Groningen-Delfzijl en Groningen-Nieuweschans dated 19 April 2005 made with the Province of Groningen (iv) concession train services Groningen part Groningen-Leeuwarden dated 19 April 2005 made with the Province of Groningen and (v) Verkehrsvertrag Lee-Nieuweschans, signed on 15 July 2006 made with Landesnahverkehrsgesellschaft Niedersachsen mbH (LNVG).

"Obligor" means any of the Borrower, the Company, any Guarantor, the Operator and any other person who provides security or guarantee for the benefit of the Lender at any time in respect of the obligations of the Borrower or any other Obligor under any of the Finance Document.

"Operator" means Arriva Openbaar Vervoer N.V., a Dutch corporation (naamloze vennootschap) having its registered office at Postbus 626, 8440 AP Heerenveen, The Netherlands with company number 01038160 or such other Dutch corporation which complies with Clause 16.27 of the Hire Purchase Agreement.

"Operator Lease" means the lease of all the Trains dated on or before the delivery of the first Train between the Lender, as owner, and the Operator.

"Purchase Agreements" means the NoordNed Purchase Agreement and the Zuid-Holland Purchase Agreement.

"Purchase Contracts" means each of the NoordNed Trains Purchase Agreement and Zuid-Holland Purchase Agreement, as amended, varied, novated, supplemented and replaced from time to time.

"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.

"Security Assets" means each Purchase Contract and its related Contract Benefits.

"Subordination Agreement" means the subordination agreement between the Operator and the Lender to be entered into pursuant to the Hire-Purchase Agreement.

"Trains" means the Zuid-Holland Trains and/or the NoordNed Trains, as the case may be.

"Transaction Document" means: (a) a Finance Document, (b) the Concession Agreements, (c) the Purchase Agreements, and (d) any other document designated as such by the Lender and the Borrower.

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6 Short particulars of all the property mortgaged or charged

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Short particulars

"Train SPA" means the sale and purchase agreement of even date herewith between the Borrower, as seller and the Lender, as purchaser.

"Transaction Security Documents" means each of: (a) Parent Guarantee, (b) Notice from the Company and acknowledgement of receipt from Contractor in respect of the Security Assignment, (c) Subordination Agreement in respect of each Train, (d) Deed of Assignment, and (e) Operator Lease, and any other document entered into by any Obligor creating or expressed to create any Security over all or any part of its assets in respect of the obligations of any of the Obligors under any of the Finance Documents.

"Zuid-Holland Concession Agreement" means the agreement in respect of the Concession dated 4 July 2006 and made between the Province of Zuid-Holland (Gedeputeerde Staten van Zuid-Holland) and the Operator.

"Zuid-Holland Purchase Agreement" means the supply agreement dated 13 February 2009 between Stadler Bussnang AG, Arriva International Trains (Leasing) Limited and Arriva plc relating to the manufacture and delivery of 3 (three) further GTW EMU trains, being the Additional EMUs as referred to in the Letter of Intent as ordered by the Company under the Firm Order (as such terms are defined in the above mentioned supply agreement).

"Zuid-Holland Trains" means the three new Stadler EMU 2/6 & 2/8 trains being manufactured pursuant to the Zuid-Holland Purchase Agreement.

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7 Particulars as to commission, allowance or discount (if any)

Please insert the amount or rate percent of any commission, allowance or discount paid or made either directly or indirectly by the company to any person on consideration of his:

- subscribing or agreeing to subscribe, whether absolutely or conditionally, or
- procuring or agreeing to procure subscriptions, whether absolute or conditional,

for any debentures included in this return. The rate of interest payable under the terms of the debentures should not be entered.

Commission allowance
or discount

NIL

8 Delivery of instrument

You must deliver the original instrument (if any) creating or evidencing the charge and these prescribed particulars to the Registrar of Companies within 21 days after the date of creation of the charge (section 860). If the property is situated and the charge was created outside the United Kingdom (UK), you must deliver the information to the Registrar within 21 days after the date on which the instrument could have been received in the UK in the normal course of post and assuming you had posted it promptly (section 866).

We will accept a verified copy of the instrument creating the charge where the property charged is situated and the charge was created outside the UK (section 870). The company or the person who has delivered the copy to the Registrar must verify it to be a correct copy and sign it. Where a body corporate gives the verification, an officer of that body must sign it. We will also accept a verified copy where section 867(2) applies (property situated in another part of UK).

9 Signature

Please sign the form here.

Signature

Signature

X

Berwin Leighton Paisner LLP

X

This form must be signed by a person with an interest in the registration of the charge.

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Presenter information

You do not have to give any contact information, but if you do it will help Companies House if there is a query on the form and will establish where we return the original documents. The contact information you give will be visible to searchers of the public record.

Contact name Marina Litvak

Company name Berwin Leighton Paisner LLP

Address Adelaide House

London Bridge

Post town London

County/Region

Postcode EC4R 9HA

Country England

DX 92 LONDON/CHANCERY LN

Telephone +44 (0)20 7760 1000



Certificate

We will send your certificate to the presenter's address if given above or to the Company's Registered Office if you have left the presenter's information blank.



Checklist

We may return forms completed incorrectly or with information missing.

Please make sure you have remembered the following:

- ☒ The company name and number match the information held on the public Register.
- ☒ You have included the original deed with this form.
- ☒ You have entered the date the charge was created.
- ☒ You have supplied the description of the instrument.
- ☒ You have given details of the amount secured by the mortgagee or chargee.
- ☒ You have given details of the mortgagee(s) or person(s) entitled to the charge.
- ☒ You have entered the short particulars of all the property mortgaged or charged.
- ☒ You have signed the form.
- ☒ You have enclosed the correct fee.



Important information

Please note that all information on this form will appear on the public record.



How to pay

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

Make cheques or postal orders payable to 'Companies House.'



Where to send

You may return this form to any Companies House address, however for expediency we advise you to return it to the appropriate address below:

For companies registered in England and Wales:

The Registrar of Companies, Companies House,
Crown Way, Cardiff, Wales, CF14 3UZ.
DX 33050 Cardiff.

For companies registered in Scotland:

The Registrar of Companies, Companies House,
Fourth floor, Edinburgh Quay 2,
139 Fountainbridge, Edinburgh, Scotland, EH3 9FF.
DX ED235 Edinburgh 1
or LP - 4 Edinburgh 2 (Legal Post).

For companies registered in Northern Ireland:

The Registrar of Companies, Companies House,
First Floor, Waterfront Plaza, 8 Laganbank Road,
Belfast, Northern Ireland, BT1 3BS.
DX 481 N.R. Belfast 1.



Further information

For further information, please see the guidance notes on the website at www.companieshouse.gov.uk or email enquiries@companieshouse.gov.uk

This form is available in an alternative format. Please visit the forms page on the website at www.companieshouse.gov.uk