

MG01

Particulars of a mortgage or charge

23 17 66 / 13



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

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

FRIDAY



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25/01/2013

#248

COMPANIES HOUSE

1

Company details

Company number

0 3 4 8 7 3 0 8

Company name in full

Trillium Holdings Limited (the **Chargor**)

5

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

d2 d3 m0 m1 y2 y0 y1 y3

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

A security agreement (charge over registered shares) dated 23 January 2013 between the Chargor and ING Bank N V, London Branch (as agent and trustee for the Secured Finance Parties (as defined below)) (the **Security Trustee**) (the **Security Agreement**)

4

Amount secured

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

Amount secured

All present and future obligations and liabilities (whether actual or contingent and whether owed jointly or severally or in any other capacity whatsoever) of each Obligor (as defined below) to any Secured Finance Party (as defined below) and/or the Security Trustee under each Finance Document (as defined below) to which that Obligor (as defined below) is a party, except for any obligation or liability which, if it were so included, would result in the Security Agreement contravening any law (including section 678 or section 679 of the Companies Act 2006) (the **Secured Liabilities**)

Continuation page

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

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5 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 ING Bank N V., London Branch

Address 60 London Wall

London

Postcode E C 2 M 5 T 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 Please see attached continuation pages

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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 870).

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 866). 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 *Allen & Overy LLP* X
on behalf of the Security Trustee

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 Tamsyn McLean (BK 22913880)

Company name Allen & Overy LLP

Address One Bishops Square

Post town London

County/Region

Postcode E 1 6 A D

Country

DX

Telephone +44 (0)203 3088 0000



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,
Second Floor, The Linenhall, 32-38 Linenhall Street,
Belfast, Northern Ireland, BT2 8BG
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

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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

1. CREATION OF SECURITY

1.1 General

(a) All the security created under the Security Agreement

(i) is created in favour of the Security Trustee,

(ii) is security for the payment, discharge and performance of all the Secured Liabilities, and

(iii) is made with full title guarantee in accordance with the Law of Property (Miscellaneous Provisions) Act 1994

(b) The Security Trustee holds the benefit of the Security Agreement on trust for the Secured Finance Parties

1.2 Shares

The Chargor charges

(a) by way of a first fixed charge all of the Shares owned by it or held by any nominee on its behalf, and

(b) all Related Rights

1.3 Equity Documents

The Chargor charges by way of first fixed charge, all of its rights in respect of the Equity Documents

2. FURTHER ASSURANCES

The Chargor must, at its own expense, take whatever action the Security Trustee or a Receiver may require for

(a) creating, perfecting or protecting any security intended to be created by or pursuant to the Security Agreement,

(b) after the Security has become enforceable, facilitating the realisation of any Security Asset, or

(c) after the Security has become enforceable, facilitating the exercise of any right, power or discretion exercisable, by the Security Trustee or any Receiver or any of their delegates or sub-delegates in respect of any Security Asset

This includes

(i) the re-execution of the Security Agreement,

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- (ii) the execution of any transfer whether to the Security Trustee or to its nominee, and
 - (iii) the giving of any notice and the making of any filing or registration,
- which, in any such case, the Security Trustee may reasonably think expedient

3. RESTRICTIONS ON DEALINGS

The Chargor must not

- (a) create or permit to subsist any Security Interest on any Security Asset, or
- (b) sell, transfer, or otherwise dispose of any Security Asset

except as expressly permitted under the Finance Documents

4. VOTING RIGHTS

- (a) Before the Security becomes enforceable, the Chargor may continue to exercise the voting rights, powers and other rights in respect of the Security Assets
- (b) Before the Security becomes enforceable, all dividends or other income or distributions paid or payable in relation to any Security Assets must be paid to the Chargor
- (c) After the Security has become enforceable, the Security Trustee or its nominee may exercise or refrain from exercising
 - (i) any voting rights, and
 - (ii) any other powers or rights which may be exercised by the legal or beneficial owner of any Security Assets, any person who is the holder of any Security Assets or otherwise,

in each case, in the name of the Chargor, the registered holder or otherwise and without any further consent or authority on the part of the Chargor and irrespective of any direction given by the Chargor

- (d) If any Security Asset remains registered in the name of the Chargor, the Chargor irrevocably appoints the Security Trustee or its nominee as its proxy to exercise all voting rights in respect of those Security Assets at any time after the Security has become enforceable
- (e) The Chargor must indemnify the Security Trustee against any loss or liability incurred by the Security Trustee as a consequence of the Security Trustee acting in respect of the Security Assets at the direction of the Chargor

5. DEFINITIONS

In this Form MG01

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Accession Agreement means a letter, substantially in the form of schedule 9 (Form of Accession Agreement) to the Credit Agreement, with such amendments as the Facility Agent and the Subject Company may agree

Account Charge means the security agreement dated on or about the date of the Credit Agreement between the Subject Company and the Security Trustee entitled "Security Agreement (Charge over Cash – Third Party Account Bank)"

Additional Hedging Counterparty means a bank or financial institution which becomes a Hedging Counterparty after the date of the Credit Agreement

Administrative Party means an Arranger or the Facility Agent

Arranger means Santander UK PLC and ING Bank N V , London Branch

Authority means The Secretary of State for Transport

Credit Agreement means the £65,000,000 credit agreement dated 22 January 2013 between (among others) the Chargor, the Subject Company and the Security Trustee

Deed of Virtual Assignment means the deed of virtual assignment (as amended) in respect of the Risk Transfer Properties dated 29 March 2005 between the Secretary of State for Transport and the Subject Company

Downstream Intercompany Loan Agreement means the intercompany loan agreement entered into on or about the date of the Credit Agreement between the Subject Company and the Guarantor in relation to loans from time to time from the Guarantor to the Subject Company

Equity Documents means

- (a) the Downstream Intercompany Loan Agreement, and
- (b) any other document designated as such by the Security Trustee, the Subject Company and the Chargor

Facility Agent means ING Bank N V , London Branch

Fee Letter means any letter entered into by reference to the Credit Agreement between one or more Administrative Parties and the Subject Company setting out the amount of certain fees referred to in the Credit Agreement

Finance Document means

- (a) the Credit Agreement,
- (b) a Fee Letter,
- (c) a Security Document,

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Short particulars

- (d) the Security Trust and Intercreditor Deed,
- (e) the Hedging Policy,
- (f) any Hedging Arrangement,
- (g) a Transfer Certificate,
- (h) an Accession Agreement, or
- (i) any other document designated as such by the Facility Agent and the Subject Company

Finance Party means a Lender or an Administrative Party

Guarantor means the Chargor

Hedging Arrangement means any Interest Hedging Arrangement or any Inflation Hedging Arrangement

Hedging Counterparty means the Original Hedging Counterparty or an Additional Hedging Counterparty, which, in either case, is an original party to the Security Trust and Intercreditor Deed as a Hedging Counterparty, or has subsequently acceded to the Security Trust and Intercreditor Deed as a Hedging Counterparty

Hedging Policy means the hedging policy agreed between the Facility Agent and the Subject Company, substantially in the form of schedule 10 (Hedging Policy) to the Credit Agreement

Inflation Hedging Arrangement means any inflation hedging arrangement entered into by the Subject Company in connection with rent payable under any Lease Document or contractual payments payable under any Project Document and includes any credit support annex entered into in connection with that inflation hedging arrangement

Interest Hedging Arrangement means any interest hedging arrangement entered into by the Subject Company in connection with interest payable under the Credit Agreement and includes any credit support annex entered into in connection with that interest hedging arrangement

Lease Document means the leases as set out in part 3 of schedule 1 to the Credit Agreement, any other leases entered into by the Subject Company in relation to any of the Risk Transfer Properties and the Deed of Virtual Assignment

Lender means

- (a) an Original Lender, or
- (b) any person which becomes a party to the Credit Agreement in accordance with clause 32.2 (Assignments and transfers by Lenders) of the Credit Agreement

Obligor means the Subject Company or the Chargor

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Original Hedging Counterparties means Santander UK PLC and ING Bank N V

Original Lender means the financial institutions listed in schedule 1 (Original Parties) to the Credit Agreement as original lenders

Project Agreement means the project agreement (estates transformation project) dated 29 March 2005 between the Subject Company and the Authority, as amended by deeds of variation dated 10 May 2006, 3 August 2006, 28 August 2006, 29 November 2006, 1 June 2007, 20 February 2008 and 23 December 2008

Project Document means

- (a) the Project Agreement,
- (b) the first deed of variation to the Project Agreement dated 10 May 2006 between the Authority and the Subject Company,
- (c) the second deed of variation to the Project Agreement dated 3 August 2006 between the Authority and the Subject Company,
- (d) the third deed of variation to the Project Agreement dated 28 August 2006 between the Authority and the Subject Company,
- (e) the fourth deed of variation to the Project Agreement dated 29 November 2006 between the Authority and the Subject Company,
- (f) the fifth deed of variation to the Project Agreement dated 1 June 2007 between the Authority and the Subject Company,
- (g) the sixth deed of variation to the Project Agreement dated 20 February 2008 between the Authority and the Subject Company,
- (h) the seventh deed of variation to the Project Agreement dated 23 December 2008 between the Authority and the Subject Company,
- (i) a Services Agreement,
- (j) a Lease Document, and
- (k) any other material contract entered into by the Subject Company relating to the provision of services under the Project Agreement

Receiver means a receiver and manager or a receiver, in each case, appointed under the Security Agreement

Related Rights means

- (a) any dividend, interest or other distribution paid or payable in relation to any Shares, and

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- (b) any right, money or property accruing or offered at any time in relation to any Shares by way of redemption, substitution, exchange, bonus or preference, under option rights or otherwise

Risk Transfer Properties means any of the properties listed in part 2 of schedule 1 to the Credit Agreement

Secured Finance Party means a Finance Party or a Hedging Counterparty

Security means any Security Interest created, evidenced or conferred by or under the Security Agreement

Security Assets means all assets of the Chargor the subject of any security created by the Security Agreement

Security Document means

- (a) the Account Charge
- (b) the security agreement dated 23 January 2013 between the Subject Company and the Security Trustee,
- (c) the Share Charge,
- (d) any other document evidencing or creating security over any asset of an Obligor to secure any obligation of any Obligor to a Finance Party under the Finance Documents, and
- (e) any other document designated as such by the Facility Agent and the Subject Company,

in each case, to the extent not restricted by the Project Agreement

Security Interest means any mortgage, pledge, lien, charge, assignment, hypothecation or security interest or any other agreement or arrangement having a similar effect

Security Trust and Intercreditor Deed means the security trust and intercreditor deed dated on or about the date of the Credit Agreement between, among others, the Obligors, the Hedging Counterparties, the Finance Parties and the Facility Agent

Services Agreements means certain services agreements entered into by the Subject Company in connection with the Project Agreement, as more particularly described in the Project Agreement, and any other document designated as such by the Facility Agent and the Subject Company

Share Charge means the Security Agreement

Shares means the shares specified in the Schedule to this Form MG01

Subject Company means the company identified in the Schedule to this Form MG01

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Transfer Certificate means a certificate, substantially in the form of schedule 6 (Form of Transfer Certificate) to the Credit Agreement, with such amendments as the Facility Agent may approve or reasonably require or any other form agreed between the Facility Agent and the Subject Company

SCHEDULE

SHARES

Subject Company	Number of Shares	Class
Trillium (DV1A) Limited	2	Ordinary



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

Pursuant to section 869(5) & (6) of the Companies Act 2006

**COMPANY NO. 3487308
CHARGE NO. 5**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A SECURITY AGREEMENT (CHARGE
OVER REGISTERED SHARES) DATED 23 JANUARY 2013 AND
CREATED BY TRILLIUM HOLDINGS LIMITED FOR SECURING
ALL MONIES DUE OR TO BECOME DUE FROM EACH OBLIGOR
TO ANY SECURED FINANCE PARTY AND/OR THE SECURITY
TRUSTEE ON ANY ACCOUNT WHATSOEVER UNDER THE
TERMS OF THE AFOREMENTIONED INSTRUMENT CREATING
OR EVIDENCING THE CHARGE WAS REGISTERED PURSUANT
TO CHAPTER 1 PART 25 OF THE COMPANIES ACT 2006 ON THE
25 JANUARY 2013

GIVEN AT COMPANIES HOUSE, CARDIFF THE 30 JANUARY
2013

