

# MG01

## Particulars of a mortgage or charge

V-001289/F13

Oyez

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 Scottish company. To do this, please use form MG01s

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09/04/2010

COMPANIES HOUSE

271

<b>1 Company details</b>		For official use
Company number	0 7 0 0 9 6 4 7	<b>Filing in this form</b> Please complete in typescript or in bold black capitals  All fields are mandatory unless specified or indicated by *
Company name in full	SEMPERIAN PPP INVESTMENT PARTNERS GROUP LIMITED (the "Chargor")	
<b>2 Date of creation of charge</b>		
Date of creation	3 1 0 3 2 0 1 0	
<b>3 Description</b>		
Please give a description of the instrument (if any) creating or evidencing the charge, e.g. 'Trust Deed', 'Debenture', 'Mortgage', or 'Legal charge'		
Description	Charge between the Chargor and Lloyds TSB Bank plc (the "Security Trustee") dated 31 March 2010 (the "Charge")	
<b>4 Amount secured</b>		
Please give us details of the amount secured by the mortgage or charge		
Amount secured	The Secured Sums  "Secured Sums" means all present and future obligations and liabilities (whether actual or contingent and whether owed jointly or severally or in any other capacity whatsoever) of <u>Semperian PPP Investment Partners Limited, Semperian PPP Investment Partners Holdings Limited or the Chargor to all or any of the Beneficiaries</u> under each or any of the Finance Documents, in each case together with.  (a) all costs, charges and expenses incurred by any Beneficiary in connection with the protection, preservation or enforcement of its rights under any Finance Document; and  (continued on Continuation Sheet)	
		<b>Continuation page</b> 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

Name	Lloyds TSB Bank plc							
Address	10 Gresham Street							
	London							
Postcode	E	C	2	V		7	A	E
Name								
Address								
Postcode								

**Continuation page**

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

**6**

### Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars Please see attached Appendix 2.

**Continuation page**

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

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## Particulars of a mortgage or charge

<b>7</b>	<b>Particulars as to commission, allowance or discount (if any)</b>  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  <ul style="list-style-type: none"><li>- subscribing or agreeing to subscribe, whether absolutely or conditionally, or</li><li>- procuring or agreeing to procure subscriptions, whether absolute or conditional,</li></ul> 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	N/A	
<b>8</b>	<b>Delivery of instrument</b>  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)	
<b>9</b>	<b>Signature</b>  Please sign the form here  Signature  X <i>Fredrich Bruchmann Reinger U.K.</i> X  This form must be signed by a person with an interest in the registration of the charge	

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## Particulars of a mortgage or charge



### 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

Alex Carver

Company name

FRESHFIELDS BRUCKHAUS DERINGER LLP

Address

65 FLEET STREET

LONDON

ENGLAND

Post town

UNITED KINGDOM

County/Region

Postcode

E C 4 Y 1 H S

Country

DX

DX 23 LONDON/CHANCERY LANE

Telephone

020 7936 4000



### 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](http://www.companieshouse.gov.uk) or email [enquiries@companieshouse.gov.uk](mailto: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](http://www.companieshouse.gov.uk)

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Particulars of a mortgage or charge



4	Amount secured	
Amount secured	<p>Please give us details of the amount secured by the mortgage or charge</p> <p>(b) all money, obligations and liabilities due, owing or incurred in respect of any variations or increases in the amount or composition of the facilities provided under any Finance Document or the obligations and liabilities imposed under such documents</p> <p>Terms are defined in Appendix 1 below</p> <p>APPENDIX 1</p> <p>"Account Bank" means Lloyds TSB Bank plc or any other financial institution with which accounts are maintained in accordance with the Facilities Agreement</p> <p>"Additional Facilities Accession Notice" means an additional facilities accession notice in the form set out in the Facilities Agreement</p> <p>"Additional Facilities" means facilities from time to time made available to Semperian PPP Investment Partners Limited in accordance with the Facilities Agreement.</p> <p>"Additional Facility Document" means any Additional Facilities Accession Notice, any Hedging Agreement entered into in relation to an Additional Facility and any other document setting out provisions relating to an Additional Facility and/or any related security document which is designated as an "Additional Facility Document" by the Agent and Semperian PPP Investment Partners Limited.</p> <p>"Additional Facilities Lender" means a provider of Additional Facilities</p> <p>"Agent" means Lloyds TSB Bank plc</p> <p>"Beneficiary" means</p> <ul style="list-style-type: none"> <li>(a) the Agent,</li> <li>(b) the Security Trustee;</li> <li>(c) Lloyds TSB Bank plc;</li> <li>(d) Bank of Scotland plc;</li> <li>(e) Land Securities Property Holdings Limited, and</li> <li>(f) any person who becomes a senior lender or Hedging Counterparty under the Intercreditor Agreement, (together, the "Beneficiaries")</li> </ul> <p>"Charge" means the share and subordinated debt charge dated 31 March 2010 given by the Chargor in favour of the Security Trustee.</p> <p>"Charged Assets" means the Shares, the Derivative Assets and the Equity Funding Documents and includes all rights, benefits and sums now or in the future accruing to the Chargor in connection with the Shares, the Derivative Assets and, in the case of the Equity Funding Documents, all Related Rights</p>	

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Particulars of a mortgage or charge



4	Amount secured	
	Please give us details of the amount secured by the mortgage or charge	
Amount secured	<p>"Compliance Certificate" means a certificate substantially in the form set out in the Facilities Agreement.</p> <p>"Debenture" means the debenture dated on or about the date of the Facilities Agreement given by Semperian PPP Investment Partners Limited in favour of the Security Trustee</p> <p>"Derivative Assets" includes</p> <ul style="list-style-type: none"> <li>(a) allotments, rights, money or property arising at any time in relation to any of the Shares by way of conversion, exchange, redemption, bonus, preference, option or otherwise,</li> <li>(b) dividends, distributions, interest and other income paid or payable in relation to any of the Shares, and</li> <li>(c) stock, shares and securities offered in addition to or substitution for any of the Shares,</li> </ul> <p>"Equity Funding" means all equity and subordinated debt funding (howsoever described) provided or to be provided (as the context shall require) to Semperian PPP Investment Partners Limited pursuant to the Equity Funding Documents or by way of subscription for shares and including any intercompany debt left outstanding between the Sellers of the Initial Investments and Semperian PPP Investment Partners Limited (or its Subsidiary, Semperian PPP Investment Partners No 2 Limited) which is subordinated pursuant to the Subordination Deed</p> <p>"Equity Funding Documents" means the Subordinated Loan Agreements and any other document designated as such by Semperian PPP Investment Partners Limited pursuant to which equity or subordinated debt (howsoever described but subordinated under the Intercreditor Agreement or otherwise in a manner reasonably acceptable to the majority lenders) is made available to Semperian PPP Investment Partners Limited</p> <p>"Facility" means the Term Facility, an Additional Facility or, where each of the Lenders have agreed to the making available on a committed basis of the Uncommitted Letter of Credit Facility in accordance with the Facilities Agreement, that facility</p> <p>"Facilities Agreement" means the Multicurrency Term and Letter of Credit Facilities Agreement dated 9 November 2007, amended on 13 June 2008, 8 January 2009 and further amended and restated on 31 March 2010 between, inter alios, Semperian PPP Investment Partners Limited, the Agent and the Security Trustee</p> <p>"Fee Letter" means</p> <ul style="list-style-type: none"> <li>(a) any letter or letters dated on or about the 9 November 2007 between the Agent and Semperian PPP Investment Partners Limited (or the Agent, the Security Trustee and the Account Bank and Semperian PPP Investment Partners Limited) setting out any of the fees referred to in the Facilities Agreement, and</li> <li>(b) any agreement setting out fees payable to a Beneficiary under any other Finance Document</li> </ul>	

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## Particulars of a mortgage or charge



6	Amount secured	
	Please give us details of the amount secured by the mortgage or charge	
Amount secured	<p>"Finance Document" means the Facilities Agreement, any Letter of Credit, any Compliance Certificate, any Fee Letter, the Hedging Letter, any Hedging Agreement, the Intercreditor Agreement, the Subordination Deed, any Selection Notice, any Security Document, any Utilisation Request, any Additional Facility Document and any other document designated as a "Finance Document" by the Agent and Semperian PPP Investment Partners Limited</p> <p>"Hedging Counterparty" means a person which has become a party to the Intercreditor Agreement as a Hedging Counterparty in accordance with the provisions of the Intercreditor Agreement</p> <p>"Hedging Agreement" means any master agreement, confirmation, schedule or other agreement in agreed form entered into or to be entered into by Semperian PPP Investment Partners Limited and a Hedging Counterparty for the purpose of hedging interest rate or inflation risk in accordance with the Hedging Letter or in relation to the Additional Facilities</p> <p>"Hedging Letter" means a letter between Lloyds TSB Bank plc, Bank of Scotland plc and Semperian PPP Investment Partners Limited dated on or before the date of the Facilities Agreement describing the hedging arrangements to be entered into in respect of the interest rate and the inflation exposures of Semperian PPP Investment Partners Limited</p> <p>"Initial Acquisition Agreement" means the Agreement for Sale and Purchase of Equity and Debt in various PFI Projects dated 31 October 2007 made between Land Securities Trillium Limited and Semperian PPP Investment Partners Limited (amongst others)</p> <p>"Initial Investment" means each investment acquired or to be acquired by Semperian PPP Investment Partners Limited (or its wholly owned subsidiaries, Semperian PPP Investment Partners No 2 Limited, Semperian PPP Investment Partners No. 3 Limited or SMIF Newcastle Estates Limited) as detailed in the Initial Acquisition Agreement</p> <p>"Intercreditor Agreement" means the intercreditor agreement dated 9 November 2007 and amended and restated on 31 March 2010 and made between, inter alios, Semperian PPP Investment Partners Limited, the Security Trustee and the Agent.</p> <p>"Issuing Bank" means the Lender identified as an issuing bank and any other Lender which has notified the Agent that it has agreed to the Semperian PPP Investment Partners Limited's request to be an Issuing Bank pursuant to the terms of the Facilities Agreement</p> <p>"Lender" means:</p> <ul style="list-style-type: none"> <li>(a) any Original Lender, and</li> <li>(b) any bank or financial institution which has become a party to the Facilities Agreement in accordance with the Facilities Agreement, or</li> <li>(c) any Additional Facilities Lender,</li> </ul> <p>which in each case has not ceased to be a party in accordance with the terms of the Facilities Agreement.</p>	

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## Particulars of a mortgage or charge



4	Amount secured	
	Please give us details of the amount secured by the mortgage or charge	
Amount secured	<p>"Letter of Credit" means:</p> <p>(a) a letter of credit, substantially in the form set out in the Facilities Agreement or in any other form requested by Semperian PPP Investment Partners Limited and agreed by the Agent and the Issuing Bank; or</p> <p>(b) any guarantee, indemnity or other instrument in a form requested by Semperian PPP Investment Partners Limited and agreed by the Agent and the Issuing Bank</p> <p>"Original Lender" means each of Lloyds TSB Bank plc and Bank of Scotland plc</p> <p>"Original Shares" means one (1) shares of £1 00 each in the issued share capital of Semperian PPP Investment Partners Limited owned by the Chargor.</p> <p>"Related Rights" means, in relation to any asset</p> <p>(a) all rights under any licence, agreement for sale or agreement for lease or other use in respect of all or any part of that asset,</p> <p>(b) all rights, powers, benefits, claims, contracts, warranties, remedies, covenants for title, security, guarantees or indemnities in respect of any part of that asset,</p> <p>(c) the proceeds of sale of all or any part of that asset, and</p> <p>(d) any other moneys paid or payable in respect of that asset</p> <p>"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</p> <p>"Security Documents" means:</p> <p>(a) the Debenture,</p> <p>(b) the Charge,</p> <p>(c) all agreements and other documents executed from time to time pursuant to either of the documents in (a) or (b) above; and</p> <p>(d) any other document evidencing or creating Security over any asset of Semperian PPP Investment Partners Limited designated as such by the Agent and Semperian PPP Investment Partners Limited.</p> <p>"Selection Notice" means a notice given in accordance with the Facilities Agreement either</p> <p>(a) substantially in the form set out in the Facilities Agreement and given in relation to a Term Facility; or</p> <p>(b) in such form as is provided for in the relevant Additional Facility Document in relation to an Additional Facility</p> <p>"Shares" means the Original Shares and all other shares, stock and securities in Semperian PPP Investment Partners Limited owned by the Chargor while any Secured Sums are outstanding</p> <p>"Subordination Deed" means the deed entered into on the date of the Facilities Agreement between, amongst others, Semperian PPP Investment Partners Limited, the Security Trustee, the Agent and the sellers under the Initial Acquisition Agreement and Land Securities Trillium Limited</p>	

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Particulars of a mortgage or charge



4	Amount secured	
Amount secured	<p>Please give us details of the amount secured by the mortgage or charge</p> <p>"Subordinated Loan Agreements" means each subordinated loan agreement in the agreed form delivered to the Agent in accordance with the Facilities Agreement and initialled on behalf of Semperian PPP Investment Partners Limited and the Agent for the purpose of identification (or otherwise in a form reasonably acceptable to the Agent)</p> <p>"Subsidiary" means an entity of which a person:</p> <ul style="list-style-type: none"> <li>(a) has direct or indirect control, or</li> <li>(b) owns directly or indirectly more than fifty per cent (50%) of the share capital or similar right of ownership, or</li> <li>(c) is entitled to receive more than fifty per cent (50%) of the dividends or distributions,</li> </ul> <p>and any entity (whether or not so controlled) treated as a subsidiary in the latest financial statements of that person from time to time</p> <p>"Term Facility" means the term loan facility made available under the Facilities Agreement</p> <p>"Uncommitted Letter of Credit Facility" means the letter of credit facility (if any) made available under the Facilities Agreement</p> <p>"Utilisation Request" means a notice substantially in the form set out in the Facilities Agreement</p>	

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6	<b>Short particulars of all the property mortgaged or charged</b>	
	Please give the short particulars of the property mortgaged or charged	
Short particulars	<p>APPENDIX 2</p> <p>For definitions of terms which are not set out in the form, please refer to Appendix 1</p> <p>FIXED CHARGE</p> <p>1 1 The Chargor, with full title guarantee, as continuing security for the payment and discharge of all Secured Sums charges and agrees to charge to the Security Trustee by way of fixed charge</p> <p>(a) the Original Shares, including all proceeds of sale derived from them,</p> <p>(b) all Shares in which the Chargor may in the future acquire any interest (legal or equitable), including all proceeds of sale derived from them,</p> <p>(c) all Derivative Assets of a capital nature now or in the future accruing or offered at any time in respect of the Shares, and</p> <p>(d) all Derivative Assets of an income nature now or in the future accruing or offered at any time in respect of the Shares.</p> <p>ASSIGNMENT</p> <p>1 2 The Chargor assigns absolutely and agrees to assign absolutely to the Security Trustee by way of security on a first priority basis as security for the payment or discharge of all Secured Sums, all its right, title and interest from time to time in and to each Equity Funding Document to which it is party</p> <p>FURTHER ASSURANCE</p> <p>1.3 At any time after the Charge becomes enforceable in accordance with the Charge, the Chargor shall at any time, for so long as any Secured Sums remain outstanding, (and from time to time) if reasonably required by the Security Trustee, promptly sign, seal, deliver and complete all documents and do all acts and things which the Security Trustee may reasonably specify to:</p> <p>(a) perfect or protect its title to and security over any Charged Assets, or</p> <p>(b) vest or enable the Security Trustee to vest any Charged Assets in itself or its nominee or in any purchaser or to facilitate the sale or other disposal of any of the Charged Assets, or</p> <p>(c) exercise of any of the rights or powers attaching to any Charged Assets conferred on the Security Trustee by this Charge, such documents to be prepared by or on behalf of the Security Trustee and to be in such form as the Security Trustee may reasonably require</p>	

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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	<p>Negative Pledge and other restrictions</p> <p>1.4 Save as permitted by the Finance Documents, the Chargor shall not, for so long as any Secured Sums remain outstanding, without the prior written consent of the Security Trustee</p> <p>(a) create, or agree or attempt to create, or permit to subsist, any Security or any trust over any of the Charged Assets;</p> <p>(b) sell or assign, or grant any interest in, any of the Charged Assets, or part with possession or ownership of them, or purport or agree to do so,</p> <p>(c) cause or permit any rights attaching to the Charged Assets to be varied or abrogated,</p> <p>(d) cause or permit any of the Charged Assets to be consolidated, sub-divided or converted or the other capital of the Chargor to be re-organised, exchanged or repaid, or</p> <p>(e) give an instruction for any of its certificated Shares to be converted into uncertificated form</p>	



## **CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE**

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

COMPANY NO. 7009647  
CHARGE NO. 1

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES  
HEREBY CERTIFIES THAT A CHARGE DATED 31 MARCH 2010  
AND CREATED BY SEMPERIAN PPP INVESTMENT PARTNERS  
GROUP LIMITED FOR SECURING ALL MONIES DUE OR TO  
BECOME DUE FROM SEMPERIAN PPP INVESTMENT PARTNERS  
LIMITED, SEMPERIAN PPP INVESTMENT PARTNERS HOLDINGS  
LIMITED OR THE CHARGOR TO ALL OR ANY OF THE  
BENEFICIARIES 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 9 APRIL 2010

GIVEN AT COMPANIES HOUSE, CARDIFF THE 13 APRIL 2010

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*Companies House*  
— for the record —



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES