

MG06

Particulars of a charge subject to which property has
been acquired

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V 001313/13

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 charge subject to
which property has been acquired

✗ **What this form is NOT for**
You cannot use this form if you are
submitting particulars of a charge
subject to which property has been
acquired for a company registered
in Scotland. To do this, please use
form MG06s

FRIDAY



RUJZWJ7P

RM 16/04/2010 137
COMPANIES HOUSE
09/04/2010 268
COMPANIES HOUSE

1

Company details

Company number 0 7 0 0 9 6 4 7

Company name in full SEMPERIAN PPP INVESTMENT PARTNERS GROUP LIMITED

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 the instrument (if any) creating or evidencing the charge

Date of the instrument (if any) 0 9 1 1 2 0 0 7

3

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

Description 1

Charge between Semperian PPP Investment Partners
Holdings Limited (formerly known as Trillium PPP
Investment Partners Holdings Limited) (the
"Chargor") and Lloyds TSB Bank plc (the "Security
Trustee") dated 9 November 2007 (the "Charge")

1 Please give a description of the
instrument, e.g. 'Trust Deed',
'Debenture', 'Mortgage', or 'Legal
charge', etc. as the case may be

4

Date of acquisition of the property which is subject to the charge

0 3 1 0 3 2 0 1 0

5

Amount secured

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 Semperian PPP Investment Partners
Limited (formerly known as Trillium PPP Investment Partners Limited) or
the Chargor to all or any of the Beneficiaries 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
(b) all moneys, 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

Terms are defined in Appendix 1 attached to this form

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

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

7

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 Appendix 2
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Delivery of instrument

A verified copy of the instrument must be delivered to the Registrar of Companies, with these particulars correctly completed, within 21 days after the date of completion of the acquisition of the property which is subject to the charge

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. 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)

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Signature

Please sign the form here

Signature

Signature

X *Frankfurt Bruckner King's 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

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 a certified copy of the deed (if any) with this form
- ☐ You have entered the date the charge was created
- ☐ You have supplied the description of the instrument (if any)
- ☐ You have given the date of acquisition
- ☐ You have given details of the amount secured by the mortgagee or chargee
- ☐ You have given details of the 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

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5	Amount secured
	Please give us details of the amount secured by the mortgage or charge
Amount secured	<p>APPENDIX 1</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"> (a) the Agent, (b) the Security Trustee, (c) Lloyds TSB Bank plc, (d) Bank of Scotland plc, and (e) any person who becomes a Senior Lender or Hedging Counterparty under the Intercreditor Agreement, (together, the "Beneficiaries") <p>"Charge" means the share and subordinated debt charge dated on or about the date of the Facilities Agreement 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> <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>"Declared Default" means the Agent first exercising its rights under paragraphs (b), (d) or (f) of Clause 27.15 (Acceleration) of the Facilities Agreement</p> <p>"Default" means an Event of Default or any event or circumstance which would (with the expiry of a grace period, the giving of notice, the making of any determination under the Finance Documents or any combination of any of the foregoing) be an Event of Default</p> <p>"Derivative Assets" includes</p> <ul style="list-style-type: none"> (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,

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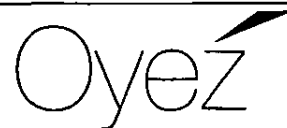
Particulars of a charge subject to which property has been acquired



5	Amount secured	
	Please give us details of the amount secured by the mortgage or charge	
Amount secured	<p>(b) dividends, distributions, interest and other income paid or payable in relation to any of the Shares, and</p> <p>(c) stock, shares and securities offered in addition to or substitution for any of the Shares.</p> <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>"Event of Default" means any event or circumstance specified as such in the Facilities Agreement</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 date 9 November 2007 between, inter alios, Semperian PPP Investment Partners Limited, the Agent and the Security Trustee</p> <p>"Fee Letter" means</p> <p>(a) any letter or letters dated on or about the date of the Facilities Agreement 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</p> <p>(b) any agreement setting out fees payable to a Beneficiary under any other Finance Document.</p> <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>	

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6	Amount secured	
	Please give us details of the amount secured by the mortgage or charge	
Amount secured	<p>"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</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 Hedge 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 Trillium 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 the same date as the Facilities Agreement and made between, inter alios, Semperian PPP Investment Partners Limited, the Security Trustee and the Agent</p> <p>"Investments" means Initial Investments and/or New Investments</p> <p>"Lender" means</p> <ul style="list-style-type: none"> (a) any Original Lender, and (b) any bank or financial institution which has become a party to the Facility Agreement in accordance with the Facilities Agreement, or (c) any Additional Facilities Lender, <p>which in each case has not ceased to be a Party in accordance with the terms of the Facilities Agreement.</p> <p>"Letter of Credit" means.</p> <ul style="list-style-type: none"> (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 (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 	

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5	Amount secured
	Please give us details of the amount secured by the mortgage or charge
Amount secured	<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> <ul style="list-style-type: none"> (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, (b) all rights, powers, benefits, claims, contracts, warranties, remedies, covenants for title, security, guarantees or indemnities in respect of any part of that asset; (c) the proceeds of sale of all or any part of that asset, and (d) any other moneys paid or payable in respect of that asset <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> <ul style="list-style-type: none"> (a) the Debenture; (b) the Charge; (c) all agreements and other documents executed from time to time pursuant to either of the documents in (a) or (b) above, and (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>"Selection Notice" means a notice substantially in the form set out in the Facilities Agreement and given in relation to a Term Facility.</p> <p>"Shares" means the Original Shares and all other shares, stock and securities in the Company owned by the Chargor while any Secured Sums are outstanding</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"> (a) has direct or indirect control; or (b) owns directly or indirectly more than fifty per cent. (50%) of the share capital or similar right of ownership, or (c) is entitled to receive more than fifty per cent (50%) of the dividends or distributions, <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>

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Particulars of a charge subject to which property has been acquired



5	Amount secured	
	Please give us details of the amount secured by the mortgage or charge	
Amount secured	<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>	

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Particulars of a charge subject to which property has been acquired



7	Short particulars of all the property mortgaged or charged	
	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 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 occurrence of a Declared Default, 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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Particulars of a charge subject to which property has been acquired



<div>11</div>	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. 2

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A CHARGE FOR ALL MONIES DUE
OR TO BECOME DUE FROM SEMPERIAN PPP INVESTMENT
PARTNERS LIMITED (FORMERLY KNOWN AS TRILLIUM PPP
INVESTMENT PARTNERS 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
SECURED ON THE PROPERTY ACQUIRED BY SEMPERIAN PPP
INVESTMENT PARTNERS GROUP LIMITED ON THE 31 MARCH
2010 WAS REGISTERED PURSUANT TO CHAPTER 1 PART 25 OF
THE COMPANIES ACT 2006 ON THE 16 APRIL 2010

GIVEN AT COMPANIES HOUSE, CARDIFF THE 26 APRIL 2010



Companies House
— for the record —

Dx 200



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES