

# MG01

## Particulars of a mortgage or charge



✓ 012210/13

**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**

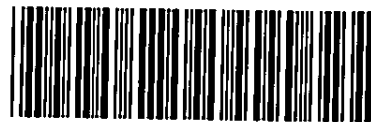
You may use this form to register particulars of a mortgage or charge in England and Wales or Northern Ireland



**What this form is NOT for**

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

TUESDAY



LD6

\*LRGEEI57\*

09/03/2010

212

COMPANIES HOUSE

1

### Company details

Company number

0 0 0 0 2 0 6 5

Company name in full

Lloyds TSB Bank Plc (the "Company")

→ **Filling in this form**

Please complete in typescript or in bold black capitals

All fields are mandatory unless specified or indicated by \*

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### Date of creation of charge

Date of creation

2 4 / 0 2 / 2 0 1 0

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

Intercreditor Deed dated 24 February 2010 between, among others, the Company and the Security Trustee (the "Intercreditor Deed")

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### Amount secured

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

Amount secured

Any and all moneys, liabilities and obligations (whether actual or contingent, whether existing as at the date of the Intercreditor Deed or arising thereafter, whether or not for the payment of money, and including, without limitation, any obligation or liability to pay damages) which are from time to time due, owing, payable or incurred or expressed to be due, owing or payable to any one or more of the Beneficiaries under any Finance Document and including Equipment Expenses (and interest thereon) distributable to any Beneficiary pursuant to the terms of the Intercreditor Deed (the "Secured Obligations")

Please see MG01 continuation page for definitions.

**Continuation page**

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

# MG01

## Particulars of a mortgage or charge

### 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 Lloyds TSB Bank Plc (as "Security Trustee")

Address 33 Old Broad Street

London

Postcode E C 2 N 1 H W

Name Barclays Bank Plc

Address Churchill Plaza, Churchill Way

Basingstoke, Hampshire

Postcode R G 2 1 7 G P

### 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

1. Any proceeds from time to time from any of the MSA Documents received by the Company pursuant to or in respect of any of clauses 21.1, 21.3, 21.4 and/or 23 of the MSA prior to such proceeds being paid by the Company to the credit of the MSA Holding Account or the Lessor's Account (as the case may be) in accordance with the terms of the Intercreditor Deed.

2. Any sum received by the Company which is required by any provision of the Intercreditor Deed or any other Relevant Document to be credited to the Lessor's Account, the MSA Holding Account, a Maintenance Reserves Account or an Inspection Security Account (as the case may be) (each an "Account") prior to such sum being paid by the Company to the credit of the relevant Account in accordance with the terms of the Intercreditor Deed.

The Company also undertakes and agrees that it shall not create (for so long as any Secured Obligations remain outstanding) over the Equipment or any of the other Trust Property, any Encumbrance other than pursuant to the Finance Documents, and the Company shall promptly take such action as may be necessary to discharge any Encumbrance not permitted by this negative pledge if the same shall exist.

Please see MG01 continuation page (box 4) for definitions.

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## Particulars of a mortgage or charge

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### 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

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### 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).

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### Signature

Please sign the form here

Signature

Signature

X *Norton Rose LLP*

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 Laura Dillon (LDIL/LN30950)

Company name Norton Rose LLP

Address 3 More London Riverside,

Post town London

County/Region

Postcode S E 1 2 A Q

Country

DX 85 London

Telephone +44 (0)20 7283 6000

### 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	<b>Amount secured</b>	
	Please give us details of the amount secured by the mortgage or charge	
Amount secured	<p>The following definitions are used in this Form MG01.</p> <p><b>"Account Bank"</b> means the Company in its capacity as account bank.</p> <p><b>"Agent"</b> means the Company in its capacity as agent</p> <p><b>"Banks"</b> means the Lenders and the LTSB Lender.</p> <p><b>"Bank Parties"</b> means the Lender Parties and the LTSB Lender</p> <p><b>"Beneficiaries"</b> means each of the Bank Parties and the Pass-Through Lender.</p> <p><b>"Borrower"</b> means the Company in its capacity as borrower under the Facility Agreement.</p> <p><b>"Contract Documents"</b> has the meaning given to it in the Lease</p> <p><b>"Encumbrance"</b> means a mortgage, charge, assignment, pledge, lien, right of set-off, right of detention or other security interest howsoever created or arising, securing any obligation of any person or any other agreement or arrangement having a similar effect</p> <p><b>"Equipment"</b> means thirty (30) 4-car electric multiple units together with all related parts, spares, special tools and technical records and all replacements, renewals and additions made to any of the foregoing in accordance with the Facility Agreement, the Intercreditor Deed, the MSA, the TSA and/or the Lease, and each owned or to be owned by the Lessor or which becomes the property of the Lessor in accordance with the Contract Documents</p> <p><b>"Equipment Expenses"</b> means all reasonable and properly documented out of pocket third party fees, costs and expenses properly incurred by the Lessor, the Borrower, the Agent or the Security Trustee in accordance with the provisions of the Relevant Documents in connection with the Equipment, including (without limitation) any such fees, costs and expenses incurred in connection with:</p> <p>(a) responding to, evaluating, negotiating or complying with any request from the Lessee for any amendment, waiver or consent,</p> <p>(b) repossession of the Equipment, remarketing of the Equipment, recovery of Event of Loss Proceeds or other proceeds arising on any other loss or damage, storage, insurance, maintenance and repair of the Equipment, or the removal or discharge of any Encumbrance attaching to the Equipment and any sums which that party may pay or guarantees which it may give to procure the release of the Equipment from arrest or detention,</p> <p>(c) any payments or guarantees which it may give in respect of insurances, and any expenses incurred in connection with maintenance or repair of the Equipment; and</p> <p>(d) in the exercise or performance of its rights, powers and duties under</p>	

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## Particulars of a mortgage or charge

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### Amount secured

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

Amount secured

the Relevant Documents,

except to the extent that any such fees, costs or expenses are actually recovered from the Lessee or are incurred in connection with any act, matter or activity which falls within the scope of the duties and/or obligations of the Lease Manager pursuant to the Lease Management Agreement.

**"Event of Loss of Proceeds"** means any payments by an insurer or reinsurer of the Equipment (other than pursuant to liability insurances) or by a requisitioning authority, in each case following an event of loss of any Equipment, to the extent that any such payment is not required to be paid by the Lessor to any other entity pursuant to the Lease.

**"Facility Agreement"** means the facility agreement relating to the Equipment dated 24 February 2010 between the Borrower, the Security Trustee, the Agent and the Lenders.

**"Finance Documents"** means:

- (a) the Intercreditor Deed;
- (b) the intra-group loan agreement dated 24 February 2010 between the LTSB Lender (as lender) and the Lessor (as borrower);
- (c) the Facility Agreement;
- (d) the pass-through loan agreement dated 24 February 2010 between the Pass-Through Lender (as lender) and the Lessor (as borrower),
- (e) the Lease Management Agreement; and
- (f) each of the Security Documents,

and any other document designated as such by the Agent, the Borrower and the Banks and **"Finance Document"** means any one of them.

**"Inspection Security Account"** means each sterling account in the name of a Lessee with the Account Bank to be opened pursuant to the relevant Lease as security for that Lessee's redelivery obligations under that Lease, and to be charged in favour of the Lessor

**"Lease"** means:

- (a) until the expiry or termination of the LER Lease, the LER Lease, and
- (b) thereafter, each s54 Lease and each Subsequent Lease in relation to some or all of the Equipment.

**"Lease Management Agreement"** means the lease management and remarketing agreement dated 24 February 2010 between, among others, the Lessor, the

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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>Lease Manager, the Original Lenders and the Company</p> <p><b>"Lease Manager"</b> means Lloyds TSB Leasing Limited (company number 01004792).</p> <p><b>"Lender"</b> means (i) any Original Lender and (ii) any other party that becomes a lender under the Facility Agreement in accordance with the terms of the Intercreditor Deed, and which in each case has not ceased to be a Lender in accordance with the terms of the Intercreditor Deed or the Facility Agreement</p> <p><b>"Lender Parties"</b> means the Agent, the Security Trustee and each of the Lenders</p> <p><b>"LER"</b> means London Eastern Railway Limited (company number 04955356).</p> <p><b>"LER Lease"</b> means the rail rolling stock lease agreement dated 1 April 2009 between the Lessor and LER in relation to the Equipment.</p> <p><b>"Lessee"</b> means:</p> <p>(a) until the expiry or termination of the LER Lease, LER, and</p> <p>(b) thereafter, the relevant lessee of any or all of the Equipment pursuant to a s54 Lease or a Subsequent Lease</p> <p><b>"Lessor"</b> means Lloyds TSB General Leasing (No 8) Limited (company number 5452920).</p> <p><b>"Lessor's Account"</b> means a sterling bank account of the Lessor at the Account Bank with sort code 30-00-02 and account number 00733917</p> <p><b>"LTSB Lender"</b> means the Company in its capacity as lender pursuant to the intra-group loan agreement with the Lessor (as borrower) dated 24 February 2010</p> <p><b>"Maintenance Reserves Account"</b> means each sterling account in the name of a Lessee with the Account Bank to be opened in accordance with the relevant Lease in respect of maintenance reserves payable under that Lease, and to be charged in favour of the Lessor</p> <p><b>"Manufacturer"</b> means Bombardier Transportation U.K. Limited (company number 2235994).</p> <p><b>"Mortgage"</b> means the first priority mortgage dated 24 February 2010 between the Lessor (as mortgagor) and the Security Trustee (as mortgagee) in relation to the Equipment, as the same may be supplemented and amended from time to time pursuant to one or more Mortgage Supplements.</p> <p><b>"Mortgage Supplement"</b> means each mortgage supplement executed by the Lessor in favour of the Security Trustee in accordance with the</p>	

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## Particulars of a mortgage or charge

4	<b>Amount secured</b>	Please give us details of the amount secured by the mortgage or charge
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Amount secured

Mortgage.

"MSA" means the manufacture and supply agreement dated 1 April 2009 between LER, the Manufacturer and the Lessor in relation to the manufacture and supply of the Equipment

"MSA Documents" means:

- (a) the MSA;
- (b) the prepayment bond (number 700BGI0900155) dated 27 March 2009 issued by Deutsche Bank AG (the "Bond Provider") in favour of the Lessor and each replacement bond issued by the Bond Provider pursuant to clause 4.13 of the MSA; and
- (c) the MSA guarantee dated 1 April 2009 from Bombardier Inc. in favour of the Lessor.

"MSA Holding Account" means the bank account to be opened in the name of the Lessor with the Account Bank for the purposes of holding certain amounts in accordance with the Intercreditor Deed.

"MSA Holding Account Charge" means the account charge to be entered into between the Lessor (as chargor), the Security Trustee and the Account Bank in respect of the MSA Holding Account

"Original Lenders" means Barclays Bank Plc and Commonwealth Bank of Australia.

"Pass-Through Lender" means the Company in its capacity as lender pursuant to a pass-through loan agreement with the Lessor (as borrower) dated 24 February 2010.

"Relevant Documents" means the Contract Documents and the Finance Documents.

"s54 Lease" means the lease (or, if more than one, each lease) in respect of the Equipment entered into by the Lessor in accordance with the Intercreditor Deed in relation to the period following expiry or termination of the LER Lease and which is entered into pursuant to the s54 Undertaking (as defined in the LER Lease).

"Security Documents" means:

- (a) the Intercreditor Deed,
- (b) the security assignment dated 24 February 2010 between the Security Trustee and the Lessor in relation to, among other things, the LER Lease, and any subsequent security assignment granted by the Lessor in favour of the Security Trustee in respect of, among other things, any Lease,
- (c) the Mortgage and each Mortgage Supplement;



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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>(d) the account charge dated 24 February 2010 between the Lessor (as chargor), the Security Trustee and the Account Bank in respect of the Lessor's Account; and</p> <p>(e) the MSA Holding Account Charge,</p> <p>or (where the context permits) any one or more of them, and any other agreement or document which may at any time be executed by any person as security for the payment of all or any part of the Secured Obligations</p> <p><b>"Subsequent Lease"</b> means the lease (or, if more than one, each lease) in respect of some or all of the Equipment entered into by the Lessor in accordance with the Intercreditor Deed in relation to the period following expiry or termination of the LER Lease in relation to any of the Equipment, but excluding any s54 Lease.</p> <p><b>"Trust Property"</b> means:</p> <p>(a) each Security Document and the security, powers, rights, titles, benefits and interests (both present and future, actual and contingent) constituted by and/or conferred on the Security Trustee under or pursuant to each Security Document, and</p> <p>(b) all moneys, property and/or other assets paid and/or transferred to or vested in the Security Trustee and/or received or recovered by the Security Trustee pursuant to, or in connection with, any of the Security Documents or any of the other Relevant Documents,</p> <p>with the exception of any benefits arising solely for the benefit of the Security Trustee in its personal capacity.</p> <p><b>"TSA"</b> means the train services agreement dated 1 April 2009 between LER and the Manufacturer.</p>	

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## Particulars of a mortgage or charge

### 5 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

Name Commonwealth Bank of Australia

Address Senator House

85 Queen Victoria Street, London

Postcode E C 4 V 4 H A

Name Lloyds TSB General Leasing (No. 8) Limited

Address 33 Old Broad Street

London

Postcode E C 2 N 1 H W

Name

Address

Postcode

Name

Address

Postcode

Name

Address

Postcode

Name

Address

Postcode

Name

Address

Postcode

Name

Address

Postcode



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

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

**COMPANY NO. 2065  
CHARGE NO. 21**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES  
HEREBY CERTIFIES THAT AN INTERCREDITOR DEED DATED  
24 FEBRUARY 2010 AND CREATED BY LLOYDS TSB BANK PLC  
FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM  
THE COMPANY TO LLOYDS TSB BANK PLC (AS SECURITY  
TRUSTEE), BARCLAYS BANK PLC, COMMONWEALTH BANK  
OF AUSTRALIA & LLOYDS TSB GENERAL LEASING (NO.8)  
LIMITED 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 MARCH 2010

**GIVEN AT COMPANIES HOUSE, CARDIFF THE 10 MARCH 2010**



*Companies House*  
— for the record —



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES