

MG01

Particulars of a mortgage or charge

13 4591/13 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 company. To do this, please use form MG01s

WEDNESDAY



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**Company details**

Company number

0 1 3 4 5 6 7 0

Company name in full

John Laing Public Limited Company (the "Company")

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 \*

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**Date of creation of charge**

Date of creation

d2 d0 m0 m2 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

Charge over Accounts dated 20 February 2013 (the "Security Document") between John Laing Public Limited Company and HSBC Bank plc (the "Back-Up Provider").

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**Amount secured**

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

Amount secured

The "Liabilities" which is defined in the Security Document as meaning all present and future moneys, debts and liabilities due, owing or incurred by the Company to the Back-Up Provider (in its capacity as such) under or in connection with any Relevant Document (in each case, whether alone or jointly, or jointly and severally, with any other person, whether actually or contingently and whether as principal, surety or otherwise).

[Please see Note (1) of the continuation pages for definitions (to the extent not already defined).]

**Continuation page**

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

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## 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		<b>Continuation page</b> Please use a continuation page if you need to enter more details
Name	HSBC Bank plc (acting as the Back-Up Provider)	
Address	8 Canada Square	
	London	
Postcode	E 1 4 5 H 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		<b>Continuation page</b> Please use a continuation page if you need to enter more details
Short particulars	Please see attached continuation pages	

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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 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).

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### Signature

Please sign the form here

Signature

Signature

X *Lunhlebans 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 James Miller

Company name Linklaters LLP

Address One Silk Street

Post town London

County/Region London

Postcode E C 2 Y 8 H Q

Country UK

DX 10 LONDON/CHANCERY

Telephone 0207 456 2000

### 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](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)**

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

Continuation page (1)

John Laing Public Limited Company

### **1 FIXED CHARGE**

The Company, with full title guarantee and as security for the payment of all Liabilities, charged in favour of the Back-Up Provider by way of first fixed charge, each Collateral Account, all its present and future right, title and interest in or to any Collateral Account and all amounts (including interest) now or in the future standing to the credit of or accrued or accruing on any Collateral Account

**Note (1):** In this Form, except to the extent that the context requires otherwise

**"Borrower"** has the meaning given to it in the Facility Agreement

**"Collateral Accounts"** means each of the accounts in the name of the Company held at the Back-Up Provider for the purpose of receiving or holding cash collateral as contemplated by the Facility Agreement, and includes the Borrower's interest in any replacement account or sub-division or sub-account of any such account

**"Collateral Loan"** has the meaning given to it in the Facility Agreement

**"Facility Agreement"** means the £285,000,000 facility agreement dated 20 February 2013 entered into between, amongst others, John Laing Public Limited Company and John Laing Investments Limited as borrowers and guarantors, Barclays Bank PLC, HSBC Bank plc, The Royal Bank of Scotland plc and Australia New Zealand Banking Group Limited as mandated lead arrangers and Barclays Bank PLC as facility agent

**"Letter of Credit"** has the meaning given to it in the Facility Agreement

**"Relevant Document"** means

- (a) each Relevant Letter of Credit,
- (b) the Facility Agreement,
- (c) the Security Document, and
- (d) any other document designated as such by the Back-up Provider and the Company

**"Relevant Letter of Credit"** means each Letter of Credit in respect of which, as contemplated by the Facility Agreement, the Company has provided cash cover (including from the proceeds of any Collateral Loan) to the Back-Up Provider

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

Continuation page (2)

John Laing Public Limited Company

**Note (2):** The Security Document provides that

- 1 **Security:** The Company shall not create or permit to subsist any Security over any Charged Asset except for the Charges
- 2 **Disposal:** The Company shall not (nor agree to) enter into a single transaction or series of transactions (whether related or not and whether voluntary or involuntary) to transfer, assign or otherwise dispose of any Charged Asset except as required by Clause 4.5 (*Further assurance*) of the Security Document and shall ensure that it is, at all times, the sole, absolute, legal and beneficial owner of the Charged Assets
- 3 **Further assurance:** The Company shall promptly do whatever the Back-Up Provider reasonably requires
  - (a) to perfect or protect the Charges or the priority of the Charges, or
  - (b) to facilitate the realisation of the Charged Assets or the exercise of any rights vested in the Back-Up Provider or any Delegate,including executing any transfer, charge, assignment or assurance of the Charged Assets (whether to the Back-Up Provider or its nominees or otherwise), making any resignation and giving any notice, order or direction

For the purposes of this Note (2)

**"Charged Assets"** means the assets from time to time subject, or expressed to be subject, to the Charges or any part of those assets

**"Charges"** means all or any of the Security created or expressed to be created by or pursuant to the Security Document

**"Security"** means a mortgage, charge, pledge, lien or other security interest securing any obligation of any person or any other agreement or arrangement having similar effect

**"Delegate"** means any person to whom the Back-Up Provider has delegated any rights exercisable by the Back-Up Provider under the Security Document. Any such delegation may be made upon such terms and conditions as the Back-Up Provider thinks fit



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

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

**COMPANY NO. 1345670  
CHARGE NO. 6**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES  
HEREBY CERTIFIES THAT A CHARGE OVER ACCOUNTS  
DATED 20 FEBRUARY 2013 AND CREATED BY JOHN LAING  
PUBLIC LIMITED COMPANY FOR SECURING ALL MONIES DUE  
OR TO BECOME DUE FROM THE COMPANY TO HSBC BANK  
PLC (ACTING AS THE BACK-UP PROVIDER) 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 6 MARCH 2013

GIVEN AT COMPANIES HOUSE, CARDIFF THE 8 MARCH 2013

L/C



**Companies House**



**THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES**