

VO19540/213  
**MG01**

Particulars of a mortgage or charge



**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  
particulars of a charge for a  
company. To do this, please  
form MG01s

MONDAY



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LD5

08/11/2010

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COMPANIES HOUSE

**1**

**Company details**

Company number

7 2 9 9 3 6 7

Company name in full

TPfL Project Co Limited (the "**Chargor**")

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 d8 m1 m0 y2 y0 y1 y0

**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

Security Agreement dated 28 October 2010 between the Chargor and The Co-operative Bank  
plc, 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 any Obligor to any Secured Finance Party  
under each Finance Document to which the Obligor is a party,  
except for any obligation which, if it were so included, would result  
in the Security Agreement contravening any law (including Sections  
678 or 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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## 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>A In this form MG01 the following expressions shall have the following meanings</p> <p><b>"Account Bank"</b> means each bank from time to time holding an Account of the Chargor pursuant to the terms of the Finance Documents, being at the date of the Security Agreement The Co-operative Bank p l c</p> <p><b>"Accounts"</b> has the definition given to it in the Accounts Agreement</p> <p><b>"Accounts Agreement"</b> means the account bank agreement dated on or about the date of the Security Agreement between the Account Bank, the Agent, the Security Trustee, HoldCo and the Chargor</p> <p><b>"Agent"</b> has the meaning given to it in the Credit Agreement, being at the date of the Credit Agreement The Co-operative Bank p l c</p> <p><b>"Authorised Investment"</b> has the meaning given to it in the Credit Agreement</p> <p><b>"Credit Agreement"</b> means the credit agreement dated 28 October 2010 between (amongst others) the Chargor and the Security Trustee</p> <p><b>"Distribution Account"</b> means the account designated as such under the terms of the Accounts Agreement</p> <p><b>"Event of Default"</b> has the meaning given to it in the Credit Agreement</p> <p><b>"Excluded Assets"</b> means the Distribution Account, all sums standing to the credit of the Distribution Account and the debts represented by it</p> <p><b>"Finance Document"</b> has the meaning given to it in the Credit Agreement</p> <p><b>"Hedging Agreement"</b> means any hedging arrangement entered into by the Chargor with any Hedging Bank in accordance with the Credit Agreement</p> <p><b>"Hedging Bank"</b> means, from time to time, any person party to the Security Trust and Intercreditor Deed as a Hedging Bank</p> <p><b>"HoldCo"</b> means TPfL Hold Co Limited (a company incorporated in England and Wales with registered number 7299308</p> <p><b>"Insurances"</b> means the contracts and policies of insurance taken out by or on behalf of the Chargor in accordance with Schedule 7 (Insurance) of the Credit Agreement or (to the extent of its interest) in which the Chargor has an interest</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	
Amount secured	<p><b>"Obligor"</b> means the Chargor and HoldCo</p> <p><b>"Project Document"</b> has the meaning given to it in the Credit Agreement</p> <p><b>"Secured Finance Party"</b> has the meaning given to it in the Security Trust and Intercreditor Deed</p> <p><b>"Security Assets"</b> means all assets of the Chargor the subject of any security created by or pursuant to the Security Agreement or, in the case of any right of the Chargor under a document which cannot be secured in the manner envisaged by the Security Agreement without the consent of a party to that document, prior to such consent being given, such right</p> <p><b>"Security Interest"</b> means any mortgage, pledge, lien, charge, assignment, hypothecation or security interest or any other agreement or arrangement having a similar effect</p> <p><b>"Security Trust and Intercreditor Deed"</b> means the security trust and intercreditor deed dated on or about the date of the Credit Agreement between (among others) the Security Trustee and the Chargor</p> <p><b>B Interpretation</b></p> <p>All the provisions of Clause 1 2 (Construction) of the Security Agreement apply to this form MG01 as though they were set out in full herein except that references to "Deed" therein are to be construed as references to the Security Agreement or this Form MG01 as the case may be</p>	

# 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 The Co-operative Bank p.l c

Address PO Box 101

1 Balloon Street, Manchester

Postcode M 6 0 4 E P

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

#### 1. Land

1 1 The Chargor charges

1 1 1 by way of a first legal mortgage all estates or interests in any freehold or leasehold property now owned by it,

1 1 2 (to the extent that they are not the subject of a mortgage under subparagraph 1 1 1 above) by way of first fixed charge all estates or interests in any freehold or leasehold property

1 2 A reference in the Security Agreement to any freehold or leasehold property includes

1 2 1 all buildings, fixtures, fittings and fixed plant and machinery on that property, and

1 2 2 the benefit of any covenants for title given or entered into by any predecessor in title of the Chargor in respect of that property or any moneys paid or payable in respect of those covenants

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## Particulars of a mortgage or charge

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

Please give the short particulars of the property mortgaged or charged

Short particulars

#### 2 Investments

2 1 The Chargor charges by way of a first fixed charge its interest in all shares, stocks, debentures, bonds, warrants, coupons or other securities and investments owned by it or held by any nominee on its behalf (including any Authorised Investment) other than the Excluded Assets

2 2 A reference in the Security Agreement to any stock, share, debenture, bond, warrant, coupon or other security includes

2 2 1 any dividend, interest or other distribution paid or payable,

2 2 2 any right, money or property accruing or offered at any time by way of redemption, substitution, exchange, bonus or preference, under option rights or otherwise,

2 2 3 any right against any clearance system, and

2 2 4 any right under any custodian or other agreement,

in relation to that stock, share, debenture, bond, warrant, coupon or other security

2 3 A clearance system means for the purposes of the Security Agreement a person whose business is or includes the provision of clearance services or security accounts or any nominee or depositary for that person

#### 3 Plant and machinery

The Chargor charges by way of a first fixed charge all plant and machinery owned by the Chargor and its interest in any plant or machinery in its possession

#### 4 Credit balances

4 1 The Chargor charges by way of a first fixed charge all of its rights in respect of all amounts standing to the credit of any account (with the exception of the Excluded Assets) it has with any person and the debt represented by that account This includes each Account (as defined in the Accounts Agreement) other than the Excluded Assets

4 2 The Chargor must

4 2 1 promptly serve a notice of charge, substantially in the form of Part 5 of Schedule 1 (Forms of Letter for each Project Document, Insurances and Accounts) of the Security Agreement, on each Account Bank,

4 2 2 use its reasonable endeavours to procure that the Account Bank promptly acknowledges such notice referred to in 4 2 1 above, substantially in the form of Part 6 of Schedule 1 (Forms of Letter for each Project Document, Insurances and Accounts) of the Security Agreement

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## Particulars of a mortgage or charge

6	Short particulars of all the property mortgaged or charged	
	Please give the short particulars of the property mortgaged or charged	
Short particulars	<p><b>5 Book debts etc.</b></p> <p>The Chargor charges by way of a first fixed charge (with the exception of the Excluded Assets)</p> <p>5 1 all of its book and other debts,</p> <p>5 2 all other moneys due and owing to it (including any compensation and any amounts payable to it under any Hedging Agreement), and</p> <p>5 3 the benefit of all rights, securities or guarantees of any nature enjoyed or held by it in relation to any item under paragraph 5 1 or 5 2 above</p> <p><b>6 Other contracts</b></p> <p>6 1 The Chargor assigns by way of security all of its rights in respect of</p> <p>6 1 1 any agreement to which it is a party (including the Project Documents) except to the extent that it is subject to any fixed security created under any other term of this Paragraph,</p> <p>6 1 2 any letter of credit or bond issued in its favour, and</p> <p>6 1 3 any bill of exchange or other negotiable instrument held by it</p> <p>6 2 To the extent that they are not effectively assigned under paragraph 6 1 above, the Chargor charges by way of first fixed charge of all of its rights referred to in paragraph 6 1 above</p> <p><b>7 Insurances</b></p> <p>7 1 The Chargor assigns by way of security all of its rights in respect of the Insurances (including without limitation all claims and returns of premium in respect of them) and any other contract or policy of insurance taken out by it or on its behalf or in which it has an interest</p> <p>7 2 To the extent that they are not effectively assigned under paragraph 7 1 above, the Chargor charges by way of first fixed charge of all of its rights referred to in paragraph 7 1 above</p>	

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## Particulars of a mortgage or charge

<b>6</b>	<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><b>8 Intellectual property</b></p> <p>The Chargor charges by way of a first fixed charge, all of its rights in respect of</p> <p>8 1 any know-how, patent, trade mark, service mark, design, business name, typographical or similar right,</p> <p>8 2 any copyright or other intellectual property monopoly right, or</p> <p>8 3 any interest (including by way of licence) in any of the above,</p> <p>in each case whether registered or not and including all applications for the same</p> <p><b>9 Miscellaneous</b></p> <p>The Chargor charges by way of first fixed charge</p> <p>9 1 any beneficial interest, claim or entitlement it has in or to any assets of any pension fund,</p> <p>9 2 its goodwill,</p> <p>9 3 the benefit of any authorisation (statutory or otherwise) held in connection with its business or the use of any of its assets,</p> <p>9 4 the right to recover and receive compensation which may be payable to it in respect of any authorization referred to in paragraph 9 3 above, and</p> <p>9 5 its uncalled capital</p> <p><b>10 Floating charge</b></p> <p>10 1 The Chargor charges by way of a first floating charge all its assets not at any time otherwise effectively mortgaged, charged or assigned by way of fixed mortgage, charge or assignment under Clause 2 (Creation of Security) of the Security Agreement</p> <p>10 2 Paragraph 10 1 above shall not apply to the Excluded Assets</p> <p>10 3 Except as provided below, the Security Trustee may by notice to the Chargor convert the floating charge created by this Sub-paragraph 10 (Floating charge) into a fixed charge as regards any of the Chargor's assets specified in that notice, if</p> <p>10 3 1 an Event of Default is outstanding,</p> <p>10 3 2 the Security Trustee considers those assets to be in danger of being seized or sold under any form of distress, attachment, execution or other legal process or to be otherwise in jeopardy, or</p>	

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## Particulars of a mortgage or charge

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

Please give the short particulars of the property mortgaged or charged

Short particulars

10 3 3 the Chargor fails to comply, or takes or threatens to take any action which in the reasonable opinion of the Security Trustee is likely to result in it failing to comply with its obligations under clause 4 (Restrictions on Dealings) of the Security Agreement

10 3 4 The floating charge created by this Paragraph may not be converted into a fixed charge solely by reason of

(i) the obtaining of a moratorium, or

(ii) anything done with a view to obtaining a moratorium,

under the Insolvency Act 2000

10 3 5 The floating charge created under this Paragraph 10 (Floating charge) will (in addition to the circumstances in which the same will occur under general law) automatically convert into a fixed charge over all of the Chargor's assets if an administrator of the Chargor is appointed or the Security Trustee receives notice of any intention to appoint an administrator of the Chargor

10 3 6 The floating charge created by this Sub-paragraph 10 (Floating charge) is a qualifying floating charge for the purposes of Paragraph 14 of Schedule B1 to the Insolvency Act 1986

#### Note

The Security Agreement contains or incorporates the following covenant

#### **Restrictions on dealings**

The Chargor must not

(a) create or allow to subsist any Security Interest (other than the Security Agreement) on any Security Asset, or

(b) sell, transfer, licence, lease or otherwise dispose of any Security Asset,

except as expressly allowed under the Credit Agreement



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## Particulars of a mortgage or charge

### 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 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).

### 9 Signature

Please sign the form here

Signature

Signature

X CMS Cameron McKenna 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

Please return via  
CH London Counter**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 TEMC/KLSH/TJD 129273.2

Company name CMS Cameron McKenna LLP

Address Mitre House

160 Aldersgate Street

Post town London

Country/Region

Postcode EC1A 4DD

Country

DX DX 135316 BARBICAN 2

Telephone 020 7367 3734

**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)**



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

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

**COMPANY NO. 7299367  
CHARGE NO. 1**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES  
HEREBY CERTIFIES THAT A SECURITY AGREEMENT DATED 28  
OCTOBER 2010 AND CREATED BY TPFL PROJECT CO LIMITED  
FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM  
ANY OBLIGOR TO ANY SECURED FINANCE PARTY 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 8 NOVEMBER  
2010

GIVEN AT COMPANIES HOUSE, CARDIFF THE 10 NOVEMBER  
2010



*Companies House*  
— for the record —



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES