

MG01 193161 391 COMPANIES HOUSE  
Particulars of a mortgage or charge

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LASERFORM

FEE PAID  
EDINBURGH

**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**

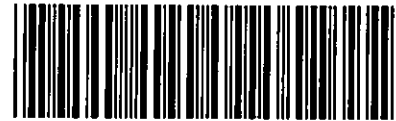
You may use this form to register  
particulars of a mortgage or charge  
in England and Wales or Northern  
Ireland



**What this form is NOT for**

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

THURSDAY



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03/03/2011

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COMPANIES HOUSE

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**Company details**

Company number

0 7 4 0 3 3 9 1

Company name in full

Balfour Beatty Fire and Rescue NW Limited (the "Borrower")

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 d3 m0 m2 y2 y0 y1 y1

3

**Description**

Description

Please give a description of the instrument (if any) creating or evidencing the  
charge, e.g. 'Trust Deed', 'Debenture', 'Mortgage', or 'Legal charge'

Debenture (the "Borrower Debenture")

4

**Amount secured**

Amount secured

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

The Secured Obligations

Capitalised terms not otherwise defined in this form MG01 are  
defined in the MG01(C1) Continuation Page attached

**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

Dexia Management Services Limited (the "Security Trustee")

Address

Shackleton House, 4 Battle Bridge Lane, London

Postcode

S E 1 2 R B

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 (i) By way of a first legal mortgage all estates or interests in any freehold or leasehold property now owned by the Borrower, and (ii) (to the extent that they are not the subject of a mortgage under Clause 2 2(a)(i) of the Borrower Debenture) by way of first fixed charge all estates or interests in any freehold or leasehold property

2 By way of a first fixed charge the Borrower's interest in all shares, stocks, debentures, bonds, warrants, coupons or other securities and investments owned by the Borrower or held by any nominee on the Borrower's behalf (including any Authorised Investment) and all interests in collective investment schemes (other than where made or funded from amounts standing to the credit of the Distribution Account or the Joint Insurance Account)

3 By way of a first fixed charge all plant and machinery owned by the Borrower and its interest in any plant or machinery in its possession

4 By way of a first fixed charge all of the Borrower's rights in respect of all amounts standing to the credit of any account (other than the Distribution Account) the Borrower has with any person and its interest in the debt represented by that account

5 By way of a first fixed charge (other than the Distribution Account)

(a) all of the Borrower's Book Debts and other debts (including any debt owing under the Junior Financing Documents and any security interest in which the Borrower has an interest in respect of the Junior Financing Documents),

(b) all other moneys due and owing to the Borrower (including any compensation and any amounts owing to the Borrower under any Hedging Agreement), and

(c) the benefit of all rights, securities or guarantees of any nature enjoyed or held by the Borrower in relation to any item under Clause 2 6 (a) or (b) of the Borrower Debenture

Continued on the MG01(C3) Continuation Page attached

# MG01

## 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

Not applicable

### 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 

Partner for Tods Murray LLP

X

This form must be signed by a person with an interest in the registration of the charge

# MG01

## 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 PAW.JBD.TOM.B01645.1057-1001

Company name  
Tods Murray LLP

Address  
Edinburgh Quay

133 Fountainbridge

Post town  
Edinburgh

County/Region  
Midlothian

Postcode  
E H 3 9 A G

Country  
Scotland

DX DX ED58  
Edinburgh

Telephone  
0131 656 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 [enquires@companieshouse.gov.uk](mailto:enquires@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

6	Short particulars of all the property mortgaged or charged	
	Please give the short particulars of the property mortgaged or charged	
Short particulars	<p>6 By way of first fixed charge all of the Borrower's rights in respect of (i) the Insurances (including without limitation all of the Borrower's rights to claims and returns of premium in respect of them) and (ii) any other contract or policy of insurance taken out by the Borrower or on its behalf or in which it has an interest</p> <p>7 By way of first fixed charge all of the Borrower's rights in respect of</p> <p>(a) any agreement to which the Borrower 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 Clause,</p> <p>(b) any letter of credit or bond issued in the Borrower's favour, and</p> <p>(c) any bill of exchange or other negotiable instrument held by the Borrower</p> <p>8 By way of a first fixed charge all of the Borrower's rights in respect of</p> <p>(a) any know-how, patent, trademark, service mark, design, business name, topographical or similar right,</p> <p>(b) any copyright or other intellectual property monopoly right, and</p> <p>(c) 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>9 By way of first fixed charge</p> <p>(a) any beneficial interest, claim or entitlement the Borrower has in or to any assets of any pension fund,</p> <p>(b) the Borrower's goodwill,</p> <p>(c) the benefit of any authorisation (statutory or otherwise) held in connection with the Borrower's business or the use of any of its assets,</p> <p>(d) the right to recover and receive compensation which may be payable to the Borrower in respect of any authorisation referred to in Clause 2 10 (c) of the Borrower Debenture, and</p> <p>(e) the Borrower's uncalled capital</p> <p>10 The Borrower charges by way of a first floating charge all its assets not at any time otherwise effectively mortgaged or charged by way of fixed mortgage or charge under Clause 2 (<i>Creation of Security</i>) of the Borrower Debenture</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><b>DEFINITIONS</b></p> <p><b>"Authorised Investment"</b> has the meaning set out in Schedule 8 of the Loan Facilities Agreement,</p> <p><b>"Authorities"</b> shall have the meaning given to it in the Project Agreement,</p> <p><b>"Bank Accounts"</b> means each of the Proceeds Account, the Drawdown Account, the Maintenance Reserve Account, the Life Cycle Expenditure Account, the Distribution Account, the Insurance Account, the Tax Reserve Account, the Joint Insurance Account, the Intermediate Proceeds Account and the HC Proceeds Account, each as defined in the Loan Facilities Agreement,</p> <p><b>"Book Debts"</b> means all book and other debts of any nature, and all other rights to receive money (excluding the Bank Accounts), now or in the future due, owing or payable to the Borrower and the benefit of all related negotiable instruments, related rights, security, guarantees and indemnities of any kind,</p> <p><b>"Borrower Loan Note Instrument"</b> means the instrument creating subordinated secured loan notes dated on or about 23 February 2011 executed by the Borrower,</p> <p><b>"Distribution Account"</b> shall have the meaning given to it in the Loan Facilities Agreement,</p> <p><b>"Facilities"</b> shall have the meaning given to it in the Loan Facilities Agreement,</p> <p><b>"Facility Agent"</b> means Dexia Crédit Local acting through its office at Shackleton House, 4 Battle Bridge Lane, London, SE1 2RB as facility agent for itself and on behalf of the Lenders,</p> <p><b>"Financing Documents"</b> shall have the meaning given to it in the Loan Facilities Agreement,</p> <p><b>"Hedging Agreements"</b> means any derivatives transaction entered into or to be entered into pursuant to Clause 18.3 of the Loan Facilities Agreement between the Borrower and any Hedging Counterparty and includes ISDA master agreements, schedules and confirmations relative thereto,</p> <p><b>"Hedging Counterparty"</b> means from time to time any person party to the Security Trust and Intercreditor Deed, as a Hedging Counterparty,</p> <p><b>"Holding Company"</b> means Balfour Beatty Fire And Rescue NW Holdings Limited, a company incorporated in England and Wales under registered number 7404085 and having its registered office at 350 Euston Road, Regent's Place, London NW1 3AX,</p> <p><b>"Increase Lender"</b> shall have the meaning given to it in the Loan Facilities Agreement,</p> <p><b>"Insurance Consultant"</b> shall have the meaning given to it in the Loan Facilities Agreement,</p> <p><b>"Insurances"</b> means all insurances effected pursuant to the Insurance Programme,</p> <p><b>"Insurance Programme"</b> means the programme of insurances reasonably required by the Facility Agent from time to time following consultation with the Insurance Consultant and the Technical Adviser and notified to the Borrower and being initially in the form set out in Schedule 7 of the Loan Facilities Agreement,</p> <p><b>"Intermediate Company"</b> means Balfour Beatty Fire And Rescue NW Intermediate Limited, registered number 07404079, whose registered office is at 350 Euston Road, Regent's Place,</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>London, NW1 3AX,</p> <p><b>"Intermediate Loan Note Instrument"</b> means the loan note instrument creating subordinated secured loan notes dated on or about 23 February 2011 executed by Intermediate Company,</p> <p><b>"Joint Insurance Account"</b> shall have the meaning given to it in the Project Agreement,</p> <p><b>"Junior Financing Documents"</b> means the Shareholders Agreement, the Borrower Loan Note Instrument, the Borrower Loan Notes, the Intermediate Loan Note Instrument, the Intermediate Loan Notes, the Equity Guarantee and the Noteholders Subscription Agreement, each as defined in the Loan Facilities Agreement,</p> <p><b>"Lenders"</b> means</p> <p>(a) each Original Lender,</p> <p>(b) each Increase Lender which has become a party to the Loan Facilities Agreement in accordance with Clause 2 3 of the Loan Facilities Agreement, and</p> <p>(c) each New Lender which has become a party to the Loan Facilities Agreement in accordance with Clause 28 of the Loan Facilities Agreement,</p> <p>in each case until its entire participation in the Facilities has been assigned or transferred in accordance with Clause 28 of the Loan Facilities Agreement or assumed by an Increase Lender in accordance with Clause 2 3 of the Loan Facilities Agreement and all amounts owing to it under the Financing Documents have been paid in full,</p> <p><b>"Loan Facilities Agreement"</b> means the Loan Facilities Agreement dated 23 February between, amongst others, the Borrower and the Security Trustee,</p> <p><b>"New Lender"</b> shall have the meaning given to it in the Loan Facilities Agreement,</p> <p><b>"Obligor"</b> means the Borrower, Intermediate Company and Holding Company,</p> <p><b>"Original Lender"</b> shall have the meaning given to it in the Loan Facilities Agreement,</p> <p><b>"Project Agreement"</b> means the project agreement dated 23 February 2011 between the Authorities and the Borrower,</p> <p><b>"Secured Creditor"</b> means the Senior Creditors and the Junior Creditors as defined in the Security Trust and Intercreditor Deed,</p> <p><b>"Secured Obligations"</b> 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 any Obligor to any Secured Creditor under each Secured Finance Document, except for any obligation which, if it were so included, would result in the Borrower Debenture contravening any law (including Section 678 or 679 of the Companies Act 2006),</p> <p><b>"Secured Finance Documents"</b> means the Financing Documents, the Intermediate Loan Note Instrument and the Borrower Loan Note Instrument and Secured Finance Document means any one of them,</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>"Security Trust and Intercreditor Deed"</b> means the security trust and intercreditor deed dated 23 February 2011 between, amongst others, the Borrower, the Facility Agent and the Security Trustee</p> <p><b>"Technical Adviser"</b> shall have the meaning given to it in the Loan Facilities Agreement</p>	





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

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

**COMPANY NO. 7403391  
CHARGE NO. 1**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES  
HEREBY CERTIFIES THAT A DEBENTURE (THE BORROWER  
DEBENTURE) DATED 23 FEBRUARY 2011 AND CREATED BY  
BALFOUR BEATTY FIRE AND RESCUE NW LIMITED FOR  
SECURING ALL MONIES DUE OR TO BECOME DUE FROM ANY  
OBLIGOR TO ANY SECURED CREDITOR 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 3 MARCH 2011

GIVEN AT COMPANIES HOUSE, CARDIFF THE 7 MARCH 2011

Dx

