

MG01

Particulars of a mortgage or charge

051273/130

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 mortgage or charge
in England and Wales or Northern
Ireland

What this form is NOT for
You cannot use this form to re-
gister particulars of a charge for a S
company. To do this, please use
form MG01s

FRIDAY



L1F0LSBV
LD7 10/08/2012 #54
COMPANIES HOUSE

1 Company details		<p>5</p> <p>► Filing in this form Please complete in typescript or in bold black capitals All fields are mandatory unless specified or indicated by *</p>
Company number	0 6 2 1 8 8 3 2	
Company name in full	UPP Group Limited (the Assignor).	
2 Date of creation of charge		
Date of creation	d 2 6 m 0 7 y 2 0 y 1 2	
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	<p>Assignment Agreement between the Assignor and the Lender assigning all rights of the Assignor to the Lender under the Assigned Agreement as security for its obligations under the Bridges Loan Agreement (the Assignment Agreement)</p> <p>Unless otherwise defined, terms used herein shall have the meaning given to them in the definitions set out in the continuation page to section 6 of this MG01 form (Short Particulars)</p>	
4 Amount secured		
Please give us details of the amount secured by the mortgage or charge		
Amount secured	<p>All Security</p> <p>(1) is created in favour of the Lender;</p> <p>(11) is continuing security for the payment, discharge and performance of all the Secured Liabilities and will extend to the ultimate balance of all sums payable under the Bridges Loan Agreement regardless of any intermediate payment or discharge in whole or in part</p> <p>Unless otherwise defined, terms used herein shall have the meaning given to them in the definitions set out in the continuation page to section 6 of this MG01 form (Short Particulars)</p>	
		<p>Continuation page Please use a continuation page if you need to enter more details</p>

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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

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

Name PGGM (refer to continuation sheet for full details)

Address Norrdweg Noord 150, 3704 JG Zeist, The Netherlands

Postcode

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 The Assignor assigns absolutely and agrees to assign absolutely all its right, title and interest from time to time in and to the Assignment Agreement

2 The Assignor may not
(a) create or permit to subsist any Security Interest on any of the Security Assets, or
(b) (whether by a single transaction or a number of related or unrelated transactions and whether at the same time or over a period of time) dispose of all or any part of the Security Assets, without the Lender's prior written consent

3 The Secured Liabilities shall be deemed to have become due and payable on the date of the Assignment Agreement for the purposes of section 101 of the Law of Property Act 1925 The power of sale and other powers conferred by section 101 of the Law of Property Act 1925 (as varied and extended by the Assignment Agreement) and all other powers conferred on a mortgagee by law shall be deemed to arise immediately after execution of the Assignment Agreement

4 The Assignor shall not, without the prior consent of the Lender, hold or otherwise take the benefit of any Security Interest from any other Obligor in respect of the Assignor's liability under the Assignment Agreement The Assignor will hold any Security Interest held by it in breach of this provision on trust for the Lender

Unless otherwise defined, terms used herein shall have the meaning given to them in the definitions set out in the continuation page to section 6 of this MG01 form (Short Particulars)

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Particulars of a mortgage or charge

7	Particulars as to commission, allowance or discount (if any) <p>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</p> <ul style="list-style-type: none">- subscribing or agreeing to subscribe, whether absolutely or conditionally, or- procuring or agreeing to procure subscriptions, whether absolute or conditional, <p>for any debentures included in this return The rate of interest payable under the terms of the debentures should not be entered</p>	
Commission allowance or discount		
8	Delivery of instrument <p>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)</p> <p>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)</p>	
9	Signature <p>Please sign the form here</p>	
Signature	<p>Signature</p> <p>X <i>Frankfield's Bridge Regd Ltd</i> X</p> <p>This form must be signed by a person with an interest in the registration of the charge</p>	

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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	Victoria Szostak
Company name	Freshfields Bruckhaus Deringer LLP
Address	
65 Fleet Street	
London	
England	
Post town	United Kingdom
Country/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:	
<input type="checkbox"/> The company name and number match the information held on the public Register	
<input type="checkbox"/> You have included the original deed with this form	
<input type="checkbox"/> You have entered the date the charge was created	
<input type="checkbox"/> You have supplied the description of the instrument	
<input type="checkbox"/> You have given details of the amount secured by the mortgagee or chargee	
<input type="checkbox"/> You have given details of the mortgagee(s) or person(s) entitled to the charge	
<input type="checkbox"/> You have entered the short particulars of all the property mortgaged or charged	
<input type="checkbox"/> You have signed the form	
<input type="checkbox"/> 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 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	



5 Mortgage(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	PGGM Vermogensbeheer B V. acting as attorney in
Address	
Postcode	
Name	fact for Stichting Depository PGGM Infrastructure
Address	
Postcode	
Name	Funds, a foundation and a depository of and for the
Address	
Postcode	
Name	account of PGGM Infrastructure Fund 2010
Address	
Postcode	
Name	(the <i>Lender</i>)
Address	
Postcode	
Name	
Address	
Postcode	
Name	
Address	
Postcode	
Name	
Address	
Postcode	



6 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

Definitions

Assigned Agreement means the loan notes issued by UPP (MidCo) Limited (a company incorporated in England with company registration number 7877556) to the Assignor on or about the date of the Assignment Agreement pursuant to a loan note instrument dated on or about the date hereof, together with any

(a) loan notes issued by UPP (MidCo) Limited (a company incorporated in England with company registration number 07877556) to the Assignor pursuant to a loan note instrument dated 21 December 2011, and

(b) future loans advanced to UPP (MidCo) Limited, or loan notes issued by UPP (MidCo) Limited, to the Assignor, and all Related Rights

Bridges Loan Agreement means the intercompany loan agreement entered into between the Assignor, UPP Group Holdings Limited (a company incorporated with limited liability under the laws of England with company registration number 05016028) and the Lender on or about the date of the Assignment Agreement

Obligor means each of the Assignor and UPP Group Holdings Limited (a company incorporated with limited liability under the laws of England with company registration number 05016028)

Related Rights means, in relation to any asset:

(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

Secured Liabilities means any and all present and future sums, liabilities and obligations (actual or contingent and whether owed solely or jointly with any other person and whether as principal or surety) owing, payable or incurred by any Obligor to the Lender in any currency under the Bridges Loan Agreement

Security means any Security Interest created under or pursuant to the Assignment Agreement.

Security Assets means all the assets and undertaking of the Assignor from time to time assigned (or expressed to be assigned) pursuant to the Assignment Agreement.

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



FILE COPY

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

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

**COMPANY NO. 6218832
CHARGE NO. 5**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT AN ASSIGNMENT AGREEMENT
DATED 26 JULY 2012 AND CREATED BY UPP GROUP LIMITED
FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM
ANY OBLIGOR TO PGGM VERMOGENSBEHEER B.V. ACTING
AS ATTORNEY IN FACT FOR STICHTING DEPOSITARY PGGM
INFRASTRUCTURE FUNDS, A FOUNDATION AND A
DEPOSITARY OF AND FOR THE ACCOUNT OF PGGM
INFRASTRUCTURE FUND 2010 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 10 AUGUST 2012

GIVEN AT COMPANIES HOUSE, CARDIFF THE 15 AUGUST 2012

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Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES