



# MG01

## Particulars of a mortgage or charge

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### 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 Noordweg Noord 150, 3704 JG Zeist, The Netherlands

Postcode

Name

Address

Postcode

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### 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. (a) The Chargor charges and agrees to charge by way of first legal mortgage all Group Shares belonging to it on the date of the Charge

(b) The Chargor charges and agrees to charge by way of first fixed charge all its rights, title and interest from time to time in and to the Group Shares (to the extent not the subject of a mortgage under part (a) above).

2. The Chargor may not

(i) create or permit to subsist any Security Interest on any of the Security Assets, or

(ii) (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, unless permitted to do so with the Lender's prior written consent.

3. The Chargor shall not nominate any person, other than the Lender, to enjoy or exercise any right relating to any of the Group Shares whether pursuant to Part 9 of the Companies Act 2006 or otherwise

4. The Secured Liabilities shall be deemed to have become due and payable on the date of the Deed 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 Deed) and all other powers conferred on a mortgagee by law shall be deemed to arise immediately after execution of the Deed.

Refer to continuation sheet for further details.

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 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

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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



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

Victoria Szostak

Company name

Freshfields Bruckhaus Deringer LLP

Address

65 Fleet Street

London

England

Post town

United Kingdom

County/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:

- ☐ 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)

# MG01 - continuation page

Particulars of a mortgage or charge



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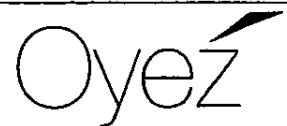
## Mortgagee(s) or person(s) entitled to the charge

Please give the name and address of the mortgagee(s) or person(s) entitled to the charge

Name	PGGM Vermogensbeheer B V acting as attorney in
Address	
Postcode	
Name	fact for Stichting Depositary PGGM Infrastructure
Address	
Postcode	
Name	Funds, a foundation and a depositary 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	

# MG01 - continuation page

Particulars of a mortgage or charge



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## Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

5. The Chargor 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 Chargor's liability under the Deed. The Chargor will hold any Security Interest held in it by breach of this provision on trust for the Lender.

6 The Security is in addition to and shall not be merged into or in any way excluded or prejudiced by any other Security Interest now or hereafter held by or on behalf of the Lender in respect of the Secured Liabilities or any other amount due by the Chargor to the Lender

7 The perpetuity period for the trusts in the Deed is 125 years

### Definitions:

**Group Shares** means in relation to the Chargor, the shares in Midco owned legally or beneficially by the Chargor or held by any nominee on its behalf (including the shares identified in respect of the Chargor, including 1 ordinary share in Midco) and all Related Rights,

**Guarantor** means UPP Group Holdings Limited, a company incorporated with limited liability under the laws of England with company registration number 05016028 and having its registered office at 40 Gracechurch Street, London, United Kingdom, EC3V 0BT;

**Lender** means the Lender as defined in Section 5 (Mortgagee(s) or person(s) entitled to the charge (if any)),

**Midco** means UPP (MidCo) Limited a company incorporated in England with company registration number 7877556 and having its registered office at 40 Gracechurch Street, London, United Kingdom, EC3V 0BT,

**Obligor** means each of the Chargor and the Guarantor,

**Reading Loan Agreement** means the intercompany loan agreement entered into between the Chargor, the Guarantor and the Lender on or about the date of the Deed;

**Related Rights** means, in relation to any asset

(a) all rights under any agreement for sale in respect of all of 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 Reading Loan Agreement;

**Security** means any Security Interest created under the Deed,

**Security Assets** means all the assets and undertaking of the Chargor from time to time mortgaged or charged (or expressed to be mortgaged or charged) pursuant to the Deed, and

**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.



## **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. 3**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES  
HEREBY CERTIFIES THAT A SHARE CHARGE DEED DATED 20  
DECEMBER 2011 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 23 DECEMBER 2011

**GIVEN AT COMPANIES HOUSE, CARDIFF THE 4 JANUARY 2012**

OK

