

MG01

Particulars of a mortgage or charge



IRIS
LASERFORM

132861/13

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.

X What this form is NOT for
You cannot use this form to register
particulars of a charge for a Scottish
company. To do this, please use
form MG01s.

FRIDAY



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05/08/2011

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COMPANIES HOUSE

For official use

1 Company details

Company number 0 7 5 0 9 4 5 3

Company name in full UK Water (2011) Limited (the "Company")

→ Filing 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 03 01 20 07 12 10 11 11

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 Fixed and Floating Security Document (the "Debenture") dated 31 July 2011 between the
Company and Barclays Bank PLC (the "Security Agent", as security agent for the benefit of the
Secured Parties (which expression includes its successors in title, permitted assigns and permitted
transferees and, in the case of the Security Agent, includes any person appointed as Security
Agent in accordance with the Intercreditor Agreement))

4 Amount secured

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

Amount secured The "Liabilities", which are defined in the Debenture as meaning all
present and future moneys, debts and liabilities due, owing or
incurred by an Obligor to any Secured Party under or in connection
with any Finance 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)

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

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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

Barclays Bank PLC

Address

5, The North Colonnade

Canary Wharf, London

Postcode

E 1 4 4 B 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

Please see attached continuation pages

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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 *Widdows LLP*

X

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

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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 Rishab Kumar

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/CITY

Telephone 020 7456 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 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

Short particulars of all the property mortgaged or charged

Continuation page (1)

UK Water (2011) Limited (07509453)

1 FIXED CHARGES

The Company, with full title guarantee and as security for the payment of all Liabilities, charged in favour of the Security Agent (as trustee for the Secured Parties)

- 1 1 **Present Real Property:** by way of first legal mortgage, all Real Property in England and Wales now belonging to it,
- 1 2 **Future Real Property:** by way of first fixed equitable charge, all other Real Property now belonging to it and all Real Property acquired by it in the future, and
- 1 3 **Other Assets:** by way of first fixed charge, all its present and future
 - (a) Book Debts,
 - (b) Bank Accounts,
 - (c) Investments (including the shares in the Target which it may acquire pursuant to the Acquisition),
 - (d) uncalled capital and goodwill,
 - (e) Intellectual Property,
 - (f) beneficial interest in any pension fund and Related Rights,
 - (g) plant and machinery (except that mortgaged or charged by the security described in paragraphs 1 1 (*Present Real Property*) or paragraph 1 2 (*Future Real Property*) above and Related Rights, and
 - (h) Insurances and all related proceeds, claims of any kind, returns of premium and other benefits

2 FLOATING CHARGE

- 2 1 **Creation:** The Company, with full title guarantee and as security for the payment of all Liabilities, charged in favour of the Security Agent (as trustee for the Secured Parties) by way of first floating charge its undertaking and all its assets, both present and future (including assets expressed to be charged by Clause 3 (*Fixed Charges*) of the Debenture (as set out in paragraph 1 (*Fixed Charges*) above))

Short particulars of all the property mortgaged or charged

Continuation page (2)

UK Water (2011) Limited (07509453)

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

"Acquisition" means the cancellation of the Target Shares and the issue to the Company of New Shares (as defined in the Scheme Documents) pursuant to a Scheme or the acquisition by the Company of the Target Shares pursuant to a Takeover Offer

"Additional Guarantor" means a company which becomes an Additional Guarantor in accordance with Clause 30 (*Changes to the Obligors*) of the Facilities Agreement

"Agent" means the Agent under and as defined in the Facilities Agreement (which expression shall include any successors in title, permitted assigns and permitted transferees)

"Ancillary Lender" means each Senior Lender (or Affiliate of a Senior Lender) which makes an Ancillary Facility available pursuant to the terms of the Facilities Agreement

"Ancillary Facility" means any ancillary facility made available by an Ancillary Lender in accordance with Clause 8 (*Ancillary Facilities*) of the Facilities Agreement

"Arranger" means any Arranger under and as defined in the Facilities Agreement (which expression shall include any successors in title, permitted assigns and permitted transferees)

"Bank Accounts" of the Company means all current, deposit or other accounts with any bank or financial institution in which it now or in the future has an interest and (to the extent of its interest) all balances now or in the future standing to the credit of or accrued or accruing on those accounts and Related Rights

"Book Debts" of the Company means all book and other debts of any nature, and all other rights to receive money (excluding Bank Accounts), now or in the future due, owing or payable to it and the benefit of all related negotiable instruments, rights, Security, guarantees and indemnities of any kind

"Borrower" means the Company, unless it has ceased to be a Borrower in accordance with Clause 26 (*Debt Pushdown*) of the Facilities Agreement and, from and including the Debt Pushdown Date (as defined in the Facilities Agreement), the Regulated Entity (as defined in the Facilities Agreement) (or, if earlier in respect of the Regulated Entity (as defined in the Facilities Agreement), the date on which it accedes to the Facilities Agreement as a Borrower in accordance with Clause 30.2 (*Additional Borrowers*) of the Facilities Agreement)

"Charged Property" means all of the assets which from time to time are, or are expressed to be, the subject of the Transaction Security

"Delegate" means any delegate, agent, attorney or co-trustee by the Security Agent

"Facilities Agreement" means the facilities agreement dated 31 July 2011 between, among others, the Company, the Arrangers, the Lenders (as defined in the Facilities Agreement), the Agent and the Security Agent

"Finance Document" means

- (a) the Facilities Agreement,
- (b) any accession deed substantially in the form set out in Schedule 7 (*Form of Accession Deed*) to the Facilities Agreement,

Short particulars of all the property mortgaged or charged

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UK Water (2011) Limited (07509453)

- (c) any document relating to or evidencing the terms of an Ancillary Facility,
- (d) any compliance certificate substantially in the form set out in Schedule 9 (*Form of Compliance Certificate*) to the Facilities Agreement,
- (e) any letter or letters dated on or about the date of the Facilities Agreement between the Arrangers and the Company (or the Agent and the Company or the Security Agent and the Company) setting out any of the fees referred to in Clause 16 (*Fees*) of the Facilities Agreement and any agreement setting out fees payable to a Finance Party referred to in paragraph (e) of Clause 2.2 (*Increase*), Clause 16.5 (*Fees payable in respect of Letters of Credit*) or Clause 16.6 (*Interest, commission and fees on Ancillary Facilities*) of the Facilities Agreement or under any other Finance Document,
- (f) any master agreement, confirmation, schedule or other agreement entered into or to be entered into by the Company or the Regulated Entity (as defined in the Facilities Agreement) and a Hedge Counterparty for the purpose of hedging the types of liabilities and/or risks which, at the time that master agreement, confirmation, schedule or other agreement (as the case may be) is entered into, the Hedging Letter (as defined in the Facilities Agreement) requires or permits to be hedged,
- (g) the Intercreditor Agreement,
- (h) any resignation letter substantially in the form set out in Schedule 8 (*Form of Resignation Letter*) to the Facilities Agreement,
- (i) any notice substantially in the form set out in Part II of Schedule 3 (*Requests*) to the Facilities Agreement given in accordance with Clause 14 (*Interest Periods*) of the Facilities Agreement in relation to a Term Facility (as defined in the Facilities Agreement),
- (j) any Transaction Security Document,
- (k) the utilisation request substantially in the relevant form set out in Part I or, as the case may be, Part II of Schedule 3 (*Requests*) to the Facilities Agreement,
- (l) the letter dated on or before the date of the Facilities Agreement and made between the Agent and the Company describing the hedging arrangements in respect of the interest rate liabilities of the Borrowers, and each letter to be entered into between the Agent and the Regulated Entity (as defined in the Facilities Agreement) pursuant to Clause 26.26 (*Debt Pushdown*) of the Facilities Agreement describing the hedging arrangements to be entered into in respect of the interest rate liabilities of the Regulated Entity (as defined in the Facilities Agreement),
- (m) the Report Proceeds Letter (as defined in the Facilities Agreement),
- (n) the letter dated on or about the date of the Facilities Agreement and made between the Arrangers and the Company referred to therein as the "Refinancing Letter" (as defined in the Facilities Agreement) and each letter designated as such by the Company or, following the Closing Date, the Regulated Entity (as defined in the Facilities Agreement),
- (o) the letter relating to syndication strategy dated on or about the date of the Facilities Agreement between the Original Lenders (as defined in the Facilities Agreement) and the Company, and
- (p) any other document designated in writing as a "Finance Document" under the Facilities Agreement by the Agent and the Company

Short particulars of all the property mortgaged or charged

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UK Water (2011) Limited (07509453)

Any reference to a "**Finance Document**" or any other agreement or instrument (other than a reference to a "**Finance Document**" or any other agreement or instrument in "**original form**") is a reference to that Finance Document or other agreement or instrument, as amended, novated, supplemented, extended or restated

"**Finance Party**" means the Agent, the Arrangers, the Security Agent, a Lender (as defined in the Facilities Agreement), the Issuing Bank, a Hedge Counterparty and any Ancillary Lender (which expression shall include any successors in title, permitted assigns and permitted transferees)

"**Fixtures**" means fixtures, fittings (including trade fixtures and fittings) and fixed plant, machinery and apparatus

"**Guarantor**" means the Company or an Additional Guarantor, unless it has ceased to be a Guarantor in accordance with Clause 22 12 (*Release of guarantee*), Clause 26 26 (*Debt Pushdown*) or Clause 30 (*Changes to the Obligors*) of the Facilities Agreement

"**Hedge Counterparty**" means

- (a) any person which is named on the signing pages of the Intercreditor Agreement as a Hedge Counterparty, and
- (b) any person which becomes a party to the Intercreditor Agreement as a Hedge Counterparty pursuant to Clause 16 6 (*Creditor/Agent Accession Undertaking*) of the Intercreditor Agreement,

which, in each case, is or has become party to the Facilities Agreement as a Hedge Counterparty (which expression shall include any successors in title, permitted assigns and permitted transferees)

"**Insurances**" of the Company means all contracts and policies of insurance of any kind now or in the future taken out by or on behalf of it or (to the extent of its interest) in which it now or in the future has an interest and Related Rights

"**Intellectual Property**" of the Company means all trade marks, service marks, trade names, domain names, logos, get-up, patents, inventions, registered and unregistered design rights, copyrights, topography rights, database rights, rights in confidential information and know-how, and any associated or similar rights anywhere in the world, which it now or in the future owns or (to the extent of its interest) in which it now or in the future has an interest (in each case whether registered or unregistered and including any related licences and sub-licences of the same granted by it or to it, applications and rights to apply for the same) and Related Rights

"**Intercreditor Agreement**" means the intercreditor agreement dated 31 July 2011 and made between, among others, the Company, the Agent, the Security Agent, the Lenders (as defined in the Facilities Agreement) and the Hedge Counterparties

"**Investments**" of the Company means

- (a) securities and investments of any kind (including shares, stock, debentures, units, depositary receipts, bonds, notes, commercial paper and certificates of deposit),
- (b) warrants, options or other rights to subscribe for, purchase or otherwise acquire securities and investments,
- (c) all rights relating to securities and investments which are deposited with, or registered in the name of, any depositary, custodian, nominee, clearing house or system, investment

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UK Water (2011) Limited (07509453)

manager, chargee or other similar person or their nominee, in each case whether or not on a fungible basis (including rights against any such person), and

- (d) all other rights attaching or relating to securities or investments and all cash or other securities or investments in the future deriving from Investments or such rights,

in each case now or in the future owned by it or (to the extent of its interest) in which it now or in the future has an interest and Related Rights

Any reference to a "**person**" includes any individual, firm, company, corporation, government, state or agency of a state or any association, trust, joint venture, consortium or partnership (whether or not having separate legal personality)

"**Issuing Bank**" has the meaning given to such term in the Facilities Agreement, and which expression shall include any successors in title, permitted assigns and permitted transferees

"**Obligor**" means each Borrower and each Guarantor (which expression shall include any successors in title, permitted assigns and permitted transferees)

"**Offer**" means the offer by the Company for the Target Shares made either by means of Takeover Offer or Scheme

"**Real Property**" means freehold and leasehold property in England and Wales and other real property anywhere in the world (in each case including any estate or interest therein, all rights from time to time attached or relating thereto and all Fixtures from time to time therein or thereon)

"**Receiver**" means a receiver or receiver and manager or administrative receiver of the whole or any part of the Charged Property

"**Related Rights**" means, in relation to any asset, all or any

- (a) proceeds of sale of all or any part of that asset,
- (b) rights under any licence, agreement for sale, agreement for purchase, or agreement for lease in respect of that asset,
- (c) rights, benefits, claims, contracts, guarantees, warranties, representations (including given by manufacturers, suppliers, installers or any other third party or other person), remedies, security, indemnities or covenants for title in respect of that asset, and
- (d) moneys, claims and proceeds paid or payable in respect of that asset (including any sums of money, claims or proceeds deriving from or in relation to any court or arbitration, order, judgment or award)

"**Scheme**" means a scheme of arrangement under Sections 895 to 901 of the Companies Act 2006 proposed by the Target to its shareholders on the terms and conditions contained in the Scheme Documents

"**Scheme Documents**" means

- (a) the Offer Document (as defined in the Facilities Agreement), and
- (b) the Press Release (as defined in the Facilities Agreement)

"**Secured Parties**" means the Security Agent, any Receiver or Delegate and the Agent, the Arrangers and the Senior Creditors from time to time but, in the case of the Agent, Arrangers or Senior Creditor, only if it is a party to the Facilities Agreement or (in the case of the Agent or a

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UK Water (2011) Limited (07509453)

Senior Creditor) has acceded to the Facilities Agreement, in the appropriate capacity, pursuant to Clause 16.6 (*Creditor/Agent Accession Undertaking*) of the Intercreditor Agreement

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

"Senior Creditors" means the Senior Lenders and the Hedge Counterparties

"Senior Lenders" means each Lender (as defined in the Facilities Agreement), Issuing Bank and Ancillary Lender

"Takeover Offer" means the offer under Part 28 of the Companies Act 2006 proposed to be made by the Company, substantially on the terms set out in the Takeover Offer Press Release, (as defined in the Facilities Agreement), to acquire the Target Shares not already owned by the Company, as such offer may from time to time be amended, added to, revised, renewed or waived as permitted in accordance with the terms of the Facilities Agreement and the terms and conditions of the Takeover Offer

"Target" means Northumbrian Water Group Plc, a company incorporated under the laws of England and Wales with registered number 4760441

"Target Shares" means the shares of the Target to which the Offer relates, including any shares to be issued in the future by the Target and all warrants and options in respect of the share capital of the Target

"Transaction Security" means the Security created or expressed to be created in favour of the Security Agent pursuant to the Transaction Security Documents

"Transaction Security Documents" means the Debenture together with any other document entered into by any Obligor creating or expressed to create any Security over all or any part of its assets in respect of the obligations of any of the Obligors under any of the Finance Documents. Any reference to any Transaction Security Document is a reference to such document as amended, novated, supplemented, extended or restated

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UK Water (2011) Limited (07509453)

Note (2): The Debenture provides that

1 Security

The Company shall not create or permit to subsist any Security over any Charged Asset, nor do anything else prohibited by Clause 26 3 (*Negative pledge*) of the Facilities Agreement, except as permitted by that clause

2 Disposal

The Company shall not (nor shall it agree to) enter into a single transaction or a series of transactions (whether related or not and whether voluntary or involuntary) to sell, lease, license, sub-license, transfer or otherwise dispose of any Charged Asset except as permitted by Clause 26 4 (*Disposals*) of the Facilities Agreement

3 Conversion by notice

The Security Agent may convert the floating Charge over all or any of the Charged Assets into a fixed Charge by notice to the Company specifying the relevant Charged Assets (either generally or specifically)

3.1 if it considers it desirable to do so in order to protect or preserve the Charges over those Charged Assets and/or the priority of those Charges, and/or

3.2 if an Enforcement Event has occurred

4 Automatic conversion

If

4.1 the Company takes any step to create any Security in breach of Clause 5 1 (*Security*) of the Debenture (as set out in paragraph 1 of this Note (2)) over any of the Charged Assets not subject to a fixed Charge, or

4.2 any person takes any step to effect any expropriation, attachment, sequestration, distress or execution against any of those Charged Assets,

the floating Charge over the relevant Charged Assets shall automatically and immediately be converted into a fixed Charge

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 Debenture

"Enforcement Event" means

- (a) any corporate action or legal proceedings are taken, or an administrator is appointed, in relation to the Company, or
- (b) the occurrence of an Event of Default which is continuing and in connection with which the Agent has given a notice under sub-paragraphs (ii), (iv), (vi) and (viii) of paragraph (a) Clause 27 20 (*Acceleration*) of the Facilities Agreement

"Event of Default" means any event or circumstance specified as such in Clause 27 (*Events of Default*) of the Facilities Agreement



FILE COPY

CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY NO. 7509453
CHARGE NO. 1

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A FIXED AND FLOATING SECURITY
DOCUMENT DATED 31 JULY 2011 AND CREATED BY UK
WATER (2011) LIMITED FOR SECURING ALL MONIES DUE OR
TO BECOME DUE BY AN OBLIGOR TO ANY SECURED 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 5 AUGUST 2011

GIVEN AT COMPANIES HOUSE, CARDIFF THE 9 AUGUST 2011



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES

CH LONDON