

MR01

Particulars of a charge

106544/1/12

Laserform

A fee is payable with this form
Please see 'How to pay' on the
last page

You can use the Web
Please go to www.companieshouse.gov.uk

☒ **What this form is for**
You may use this form to register
a charge created or evidenced by
an instrument

☒ **What this form is NOT for**
You may not use this form to
register a charge when the charge
instrument is not in your possession

TUESDAY



A10
03/02/2015
COMPANIES HOUSE
#81

This form **must be delivered to the Registrar for registration within 21 days** beginning with the day after the date of creation of the charge. If delivered outside of the 21 days it will be rejected unless it is accompanied by a court order extending the time for delivery.

☒ You **must** enclose a certified copy of the instrument with this form. This will be scanned and placed on the public record. **Do not send the original.**

1 Company details

Company number 04943656

Company name in full RMPA Holdings Limited

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 Charge creation date

Charge creation date 03/02/2015

3 Names of persons, security agents or trustees entitled to the charge

Please show the names of each of the persons, security agents or trustees
entitled to the charge

Name Corn Investment Limited

(9298185)

Name

Name

Name

If there are more than four names, please supply any four of these names then
tick the statement below

☐ I confirm that there are more than four persons, security agents or
trustees entitled to the charge

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4

Brief description

Please give a short description of any land, ship, aircraft or intellectual property registered or required to be registered in the UK subject to a charge (which is not a floating charge) or fixed security included in the instrument

Brief description

N/A

Please submit only a short description. If there are a number of plots of land, aircraft and/or ships, you should simply describe some of them in the text field and add a statement along the lines of, "for more details please refer to the instrument"

Please limit the description to the available space

5

Other charge or fixed security

Does the instrument include a charge (which is not a floating charge) or fixed security over any tangible or intangible or (in Scotland) corporeal or incorporeal property not described above? Please tick the appropriate box

☒ Yes

☐ No

6

Floating charge

Is the instrument expressed to contain a floating charge? Please tick the appropriate box

☐ Yes Continue

☒ No Go to **Section 7**

Is the floating charge expressed to cover all the property and undertaking of the company?

☐ Yes

7

Negative Pledge

Do any of the terms of the charge prohibit or restrict the company from creating further security that will rank equally with or ahead of the charge? Please tick the appropriate box

☐ Yes

☒ No

8

Trustee statement ¹

You may tick the box if the company named in Section 1 is acting as trustee of the property or undertaking which is the subject of the charge

☐

¹ This statement may be filed after the registration of the charge (use form MR06)

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 charge

MR01

Particulars of a 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. The contact information you give will be visible to searchers of the public record.

Contact name Jenny Burns

Company name CMS Cameron McKenna LLP

Address Mitre House

160 Aldersgate Street

London

Post town

County/Region

Postcode E C 1 A 4 D D

Country

DX DX 135316 BARBICAN 2

Telephone 020 7367 3000



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 a certified copy of the instrument with this form
- ☐ You have entered the date on which the charge was created
- ☐ You have shown the names of persons entitled to the charge
- ☐ You have ticked any appropriate boxes in Sections 3, 5, 6, 7 & 8
- ☐ You have given a description in Section 4, if appropriate
- ☐ You have signed the form
- ☐ You have enclosed the correct fee
- ☐ Please do not send the original instrument, it must be a certified copy



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 filed on paper.

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



FILE COPY

CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 4943656

Charge code: 0494 3656 0006

The Registrar of Companies for England and Wales hereby certifies that a charge dated 30th January 2015 and created by RMPA HOLDINGS LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 3rd February 2015.

Given at Companies House, Cardiff on 6th February 2015



Companies House



**THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES**

DEED OF ASSIGNMENT

DATED 30 JANUARY 2015

Infrastructure Investments General Partner Limited (in its capacity as general partner of
Infrastructure Investments LP)

and

InfraRed Infrastructure Yield Holdings Limited

and

RMPA Holdings Limited

and

Corn Investment Limited

CERTIFIED AS A TRUE AND
COMPLETE COPY OF THE
ORIGINAL SAVE FOR
REDACTIONS UNDER S.
859G COMPANIES ACT 2006

f. Burns (Solicitor)

Date. *02/02/2015*

CMS Cameron McKenna LLP,
Mitre House, 160 Aldersgate
Street, London EC1A 4DD

ALLEN & OVERY

ALLEN & OVERY LLP

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THIS DEED is made on 30 January 2015

BETWEEN

- (1) **INFRASTRUCTURE INVESTMENTS GENERAL PARTNER LIMITED**, a private limited company incorporated in England and Wales with registered number 05622598, whose registered office is at 12 Charles II Street, London SW1Y 4QU (in its capacity as general partner of **INFRASTRUCTURE INVESTMENTS LP**) (**IIGPL**),
- (2) **INFRARED INFRASTRUCTURE YIELD HOLDINGS LIMITED** a private limited company incorporated in England and Wales with registered number 08109112 whose registered office is at 12 Charles II Street, London SW1Y 4QU (**Yield Fund**, together with **IIGPL**, the **Assignors**, and each an **Assignor**)
- (3) **RMPA HOLDINGS LIMITED**, a company incorporated and registered in England and Wales (with company number 04943656) whose registered office is at Building P05 Merville Barracks, Circular Road South, Colchester Essex CO2 7UT (**HoldCo**), and
- (4) **CORN INVESTMENT LIMITED**, a company incorporated and registered in England and Wales with company number 9298185, whose registered office is at 6th Floor, 27 Knightsbridge, London SW1X 7LY (the **Assignee**)

WHEREAS

- (A) The Assignors and HoldCo, among others, entered into a HoldCo Loan Notes Debenture dated 9 February 2004 whereby HoldCo granted security in favour of the Stockholders (the **Agreement**)
- (B) The Assignors have agreed to sell and the Assignee has agreed to buy, amongst other things, the Corn Investment IIGPL Loan Notes and Corn Investment Yield Fund Loan Notes under a sale and purchase agreement made between the Assignors and the Assignee dated 13 November 2014 (the **SPA**)
- (C) The Assignors wish to assign the benefit of the Agreement relating to the Corn Investment IIGPL Loan Notes and the Corn Investment Yield Fund Loan Notes (respectively) to the Assignee

THIS DEED WITNESSES as follows

1. INTERPRETATION

- 1.1 Terms defined in the Agreement and the SPA have the same meaning in this Deed unless given a different meaning in this Deed and
 - (a) **Assignment Date** means the date of this Deed, and
 - (b) **Parties** means the parties to this Deed,
- 1.2 Clauses 1.2 to 1.5 of the Agreement shall apply to this Deed, *mutatis mutandis*

2. ASSIGNMENT

With effect from the Assignment Date and subject to the terms of this Deed

- (a) IIGPL assigns irrevocably and absolutely to the Assignee all the rights, powers, interests and benefits under or in respect of the Agreement relating to the Corn Investment IIGPL Loan Notes which would, but for this Deed, subsist in favour of or be exercisable by IIGPL on and after the Assignment Date (the **IIGPL Assigned Assets**),
- (b) Yield Fund assigns irrevocably and absolutely to the Assignee all the rights, powers, interests and benefits under or in respect of the Agreement relating to the Corn Investment Yield Fund Loan Notes which would, but for this Deed, subsist in favour of or be exercisable by Yield Fund on and after the Assignment Date (the **Yield Fund Assigned Assets** and, together with the IIGPL Assigned Assets, the **Assigned Assets**),
- (c) each Assignor is released from all the obligations of that Assignor arising after the Assignment Date under the Agreement,
- (d) the Assignee accepts the assignment of the Assigned Assets and agrees to be bound by the terms of the Agreement, and
- (e) HoldCo acknowledges and agrees to be bound by the terms of the assignment of the Assigned Assets referred to in this Clause 2

3 NOTICE OF ASSIGNMENT

The Assignors shall

- (a) on or immediately after the Assignment Date give written notice of the assignment under this Deed, substantially in the form as set out in Schedule 1 (Notice of Assignment), to each of the other parties to the Agreement, and
- (b) promptly give a copy of such notice(s) to the Assignee

4. REPRESENTATIONS AND WARRANTIES

4.1 On the Assignment Date, each of the Assignors represent and warrant to the Assignee on a several basis that

- (a) it has the power and authority to execute, deliver and perform its obligations under this Deed,
- (b) subject to any general principles of law limiting its obligations and the terms of the Finance Documents and Project Documents, it has the rights to exercise its rights, powers and benefits under the Agreement,
- (c) the obligations expressed to be assumed by it in this Deed are subject to any general principles of law limiting its obligations, legal, valid and binding obligations,

- (d) the entry into and performance by it of, and the transactions contemplated by, this Deed do not conflict with any laws binding on it, or its constitutional documents, or conflict with any document which is binding upon it or any of its assets, and
- (e) so far as concerns its obligations, all authorisations, consents, registrations and notifications required in connection with the entry into, performance, validity and enforceability of this Deed have been obtained or effected (as appropriate) and are in full force and effect

4.2 On the Assignment Date, the Assignee represents and warrants to each of the Assignors that

- (a) it has the power and authority to execute, deliver and perform its obligations under this Deed,
- (b) the obligations expressed to be assumed by it in this Deed are, subject to any general principles of law limiting its obligations, legal, valid and binding obligations,
- (c) the entry into and performance by it of, and the transactions contemplated by, this Deed do not conflict with any laws binding on it, or its constitutional documents, or conflict with any document which is binding upon it or any of its assets, and
- (d) so far as concerns its obligations, all authorisations, consents, registrations and notifications required in connection with the entry into, performance, validity and enforceability of this Deed have been obtained or effected (as appropriate) and are in full force and effect

4.3 On the Assignment Date, HoldCo represents and warrants to the Assignee and each of the Assignors that

- (a) its memorandum and articles of association or other constitutional documents incorporate provisions which respectively ensure, and all necessary corporate shareholder and other action has been taken to ensure, that it is authorised to execute as a Deed and deliver this Deed and perform the transactions contemplated hereby, and
- (b) so far as concerns its obligations, all consents, licences, approvals and authorisations (whether corporate, official or otherwise) required by it in connection with the entry into, performance, validity, enforceability and admissibility in evidence of this Deed and the transactions contemplated hereby have been unconditionally obtained and are in full force and effect

5 GENERAL

5.1 Nothing in this Deed requires the Assignors to

- (a) repurchase the Assigned Assets or any HoldCo Loan Notes, or
- (b) support any losses incurred by the Assignee by reason of non-performance by HoldCo of its obligations under the Agreement or otherwise

5.2 Any rescheduling or renegotiation of the Assigned Assets will be for the account of and the responsibility of the Assignee, who will be subject to the rescheduled or renegotiated terms

- 5 3 This Deed may be executed in any number of counterparts, all of which taken together shall constitute one and the same deed, and any Party (including any authorised representative of a Party) may enter into this Deed by executing a counterpart
- 5 4 A person who is not a Party may not enforce any of its terms under the Contracts (Rights of Third Parties) Act 1999
- 5 5 Each Party shall, at its own expense at all times from the Assignment Date do and procure the doing of all things as may be required to give full effect to this Deed, including, without limitation the execution of all deeds and documents
- 5 6 None of the rights or obligations of the Parties under this Deed (other than from the Assignment Date, the Assignee's rights to the Assigned Assets) may be assigned or transferred without the prior written consent of the other Parties (such consent not to be unreasonably withheld or delayed)
- 5 7 This Deed and any dispute, claim or controversy arising out of or in connection with this Deed (including a dispute, claim or controversy relating to any non-contractual obligations arising out of or in connection with this Deed) shall be governed by English law
- 5 8 The English courts have exclusive jurisdiction to settle any dispute, claim or controversy arising out of or in connection with this Deed (including a dispute, claim or controversy relating to any non-contractual obligations arising out of or in connection with this Deed) and the Parties submit to the exclusive jurisdiction of the English courts

IN WITNESS of which this Deed has been executed and delivered on the date which appears first on page
1

SCHEDULE 1
NOTICE OF ASSIGNMENT
[On Letterhead of Assignors]

To Sodexo Investment Services Limited
Prudential Trustee Company Limited

cc Corn Investment Limited

Dear Sirs,

Notice under section 136(1) of the Law of Property Act 1925

We are writing to you in connection with the agreement dated 9 February 2014 made between ourselves and yourselves entitled the HoldCo Loan Note Debenture (the **Agreement**)

The purpose of this letter is to give you express notice that a deed of assignment dated 9 January 2015 (the **Assignment Date**) has been entered into between ourselves and Corn Investment Limited in relation to the Agreement and that we have, with effect from the Assignment Date, assigned absolutely to Corn Investment Limited certain of the rights, powers, interests and benefits under the Agreement which subsist in our favour or are exercisable by us on and after the Assignment Date (with the remainder of our rights, powers, interests and benefits under the Agreement have also been assigned and are subject to a separate notice). In relation to our respective obligations under the Agreement arising after the Assignment Date, each of us is released from all our respective obligations under the Agreement.

In respect of obligations under the Agreement after the Assignment Date, you should deal with Corn Investment Limited (and no longer with us) in relation to the Agreement at the address set out above, with all invoices and correspondence marked for the attention of Head of Legal, Allianz Capital Partners GmbH, Theresienstrasse 6-8, 80333 München Germany.

Please acknowledge receipt of this notice by signing, dating and returning the enclosed copy.

Yours faithfully,

For and on behalf of
INFRASTRUCTURE INVESTMENTS GENERAL PARTNER LIMITED
(in its capacity as general partner of **INFRASTRUCTURE INVESTMENTS LP**)

Date

For and on behalf of
INFRARED INFRASTRUCTURE YIELD HOLDINGS LIMITED

Date

We acknowledge receipt of the notice of which this is a copy

For and on behalf of
SODEXHO INVESTMENT SERVICES LIMITED

Date

For and on behalf of
PRUDENTIAL TRUSTEE COMPANY LIMITED

Date

SIGNATORIES

EXECUTED as a deed by **INFRARED**)
INFRASTRUCTURE YIELD HOLDINGS)
LIMITED)
acting by _____, its attorney)
in the presence of _____)

[Redacted Signature]

Attorney

Witness's Signature

[Redacted Signature]

Name

Kate Hughes

Address

[Redacted Address]

EXECUTED as a deed by **INFRASTRUCTURE**)
INVESTMENTS GENERAL PARTNER)
LIMITED)
acting by _____, its attorney)
in the presence of: _____)

[Redacted Signature]

Attorney

Witness's Signature

[Redacted Signature]

Name

Kate Hughes

Address

[Redacted Address]

DoA - CORN

EXECUTED as a deed by RMPA HOLDINGS)
LIMITED)
acting by a director)
in the presence of)

[Redacted Signature]

Director

Witness's Signature

[Redacted Signature]

Name

BM Caven

Address

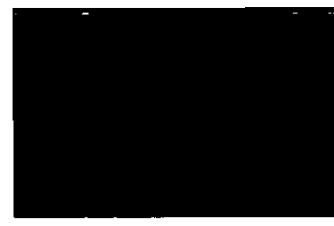
[Redacted Address]

EXECUTED as a deed by **CORN**
INVESTMENT LIMITED

acting by ¹⁸ ~~in the presence of~~ a director's

Jaques Rodé
and
Jaroslava

Director



Witness's Signature

Korparec

Name

Address



Director