

MG01

Particulars of a mortgage or charge



1 03386/13

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



What this form is NOT

You cannot use this for
particulars of a charge
company. To do this, please
use form MG01s

MONDAY



LD3

LO5M7K90

24/05/2010

COMPANIES HOUSE

99

1

Company details

Company number

0 7 1 5 9 4 3 6

Company name in full

UPP (Clifton) 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

d1 d7 m0 m5 y2 y0 y1 y0

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

A mortgage dated 17 May 2010 granted by the Borrower in favour of The
Governor and Company of the Bank of Ireland for itself and as security
trustee on behalf of the Secured Parties (the "**Security Trustee**") (the
"**Borrower Mortgage**").

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Amount secured

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

Amount secured

Please refer to the Amount Secured continuation
page attached hereto for details of the amount
secured and for definitions.

Continuation page

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

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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 The Governor and Company of the Bank of Ireland

Address Bow Bells House, 1 Bread Street

London

Postcode E C 4 M 9 B E

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

Pursuant to the Borrower Mortgage, the Borrower charged with full title guarantee in favour of the Security Trustee with the payment and discharge of the Secured Obligations, by way of first legal mortgage

- (a) the property specified in Schedule 1 (*Details of Mortgaged Property*) of the Borrower Mortgage, namely the land and premises at Clifton Campus Nottingham as comprised in a lease of even date with the Borrower Mortgage and made between The Nottingham Trent University (1) and UPP (Clifton) Limited (2); and
- (b) any buildings, fixtures, fittings, fixed plant or machinery from time to time situated on or forming part of such property,

together with all Related Rights (the "**Mortgaged Property**")

The Borrower Mortgage is supplemental to a debenture dated 17 May 2010 between the Borrower and the Security Trustee. The debenture contains a covenant for further assurance and a negative pledge

Please refer to the 'Amount Secured' continuation pages attached hereto for definitions

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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

None

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 Clifford Chance 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 Nicola Pierce

Company name Clifford Chance LLP
(via CH London counter)

Address 10 Upper Bank Street

Post town London

County/Region

Postcode E 1 4 5 J J

Country

DX 149120 Canary Wharf 3

Telephone 020 7006 1000



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,
First Floor, Waterfront Plaza, 8 Laganbank Road,
Belfast, Northern Ireland, BT1 3BS
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

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Amount secured

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

Amount secured

AMOUNT SECURED

All obligations owing to the Security Trustee (whether for its own account or as security trustee for the Secured Parties) or any of the other Secured Parties by the Borrower under or pursuant to the Senior Finance Documents (including the Debenture) and any Mortgage including any liability in respect of any further advances made under the Senior Finance Documents, whether present or future, actual or contingent (and whether incurred solely or jointly and whether as principal or as surety or in some other capacity) and the Borrower shall pay to the Security Trustee when due and payable every sum at any time owing, due or incurred by the Borrower to the Security Trustee (whether for its own account or as security trustee for the Secured Parties) or any of the other Secured Parties in respect of any liabilities. (the "**Secured Obligations**").

DEFINITIONS

In this MG01 Form:

"**Account Bank**" means The Governor and Company of the Bank of Ireland.

"**Account Bank Agreement**" means the agreement dated 17 May 2010 between the Borrower, the Account Bank, the Security Trustee and the Facility Agent in respect of the operation of the accounts with the Account Bank

"**Acoustics Engineer**" means Sound Research Laboratories Limited (company number 00907694) whose registered office is at Holbrook House, Little Waldingfield, Sudbury, Suffolk, CO10 0TH

"**Architect**" means Church Lukas Limited a company incorporated in England and Wales (company registration number 02295904) whose registered office is at 20 Victoria Street, Nottingham NG1 2EX and any other independent professional architects appointed by the Building Contractor as architect for the Project from time to time with the prior written consent of the Lenders

"**BEIF II**" means Barclays European Infrastructure Fund II Limited Partnership

"**Borrower Noteholder**" means the Bridge Borrower acting in its capacity as noteholder of the Borrower Subordinated Loan Notes.

"**Borrower Subordinated Loan Note Instrument**" means the subordinated secured loan note instrument entered into or to be entered into by the Borrower pursuant to which the Borrower Subordinated Loan Notes are issued

"**Borrower Subordinated Loan Notes**" means the secured subordinated loan notes in an aggregate amount of £5,147,777 issued or to be issued by the Borrower to the Borrower Noteholder pursuant to the terms of the Borrower Subordinated Loan Note Instrument or, as

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Amount secured

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

Amount secured

the case may be, the principal amounts represented by them and for the time being issued and outstanding

"Borrower Subscription Letter" means the subscription letter dated on or about 17 May 2010 between the Borrower Noteholder and the Borrower for the issue of Borrower Subordinated Loan Notes

"Bridge Borrower" means UPP (Clifton) Holdings Limited (company registration number 07233566) whose registered office is at 4th Floor, Weston House, 246 High Holborn, London WC1V 7EX.

"Bridge Borrower Debenture" means the first ranking debenture dated on or about 17 May 2010 given by the Bridge Borrower in favour of the Security Trustee granting security over the assets of the Bridge Borrower in form and substance satisfactory to the Security Trustee

"Bridge Borrower Noteholders" means BEIF II, the University (in each case to the extent that they remain holders of Bridge Borrower Subordinated Loan Notes) and any transferee thereof expressly permitted under the Finance Documents (to the extent that such transferee remains a holder of Bridge Borrower Subordinated Loan Notes) who accedes to the Deed of Subordination as a Bridge Borrower Noteholder

"Bridge Borrower Noteholder Subordinated Documents" means the Bridge Borrower Subordinated Loan Note Instrument, the Bridge Borrower Subordinated Loan Notes, the Bridge Borrower Noteholder Subordinated Security Documents, the Shareholders Agreement and any other documents entered into pursuant thereto

"Bridge Borrower Noteholder Subordinated Debenture" means the debenture given by the Bridge Borrower in favour of the Bridge Borrower Noteholders granting subordinated security over the assets of the Bridge Borrower.

"Bridge Borrower Noteholder Subordinated Liabilities" means all present and future sums, liabilities and obligations whatsoever (actual or contingent) payable, owing, due or incurred by the Bridge Borrower to the Bridge Borrower Noteholders pursuant to the terms of the Bridge Borrower Noteholder Subordinated Documents together with all Ancillary Liabilities relating thereto.

"Bridge Borrower Subordinated Loan Note Instrument" means the subordinated secured loan note instrument dated 17 May 2010 entered into by the Bridge Borrower pursuant to which the Bridge Borrower Subordinated Loan Notes are to be issued,

"Bridge Borrower Subordinated Loan Notes" means the secured subordinated loan notes in an aggregate amount of £5,147,777 issued or to be issued by the Bridge Borrower to the Bridge Borrower Noteholders pursuant to the terms of the Bridge Borrower Subordinated Loan Note Instrument, or, as the case may be, the principal amounts represented by them and for the time being issued and outstanding,

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	Please give us details of the amount secured by the mortgage or charge	
Amount secured	<p>"Bridge Borrower Noteholder Subordinated Security Documents" means:</p> <ul style="list-style-type: none"> (a) the Bridge Borrower Noteholder Subordinated Debenture; (b) any legal mortgage or other security interest granted under any covenant for further assurance in the Bridge Borrower Noteholder Subordinated Debenture, and (c) any present or future document conferring or evidencing any security interest, guarantee or other assurance against financial loss for or in respect of any of the Bridge Borrower Noteholder Subordinated Liabilities to the extent permitted by the Deed of Subordination; <p>"Building Contract" means the main building contract dated on or about 17 May 2010 between the Borrower and the Building Contractor pursuant to which the Building Contractor agrees to perform the Works.</p> <p>"Building Contractor" means Vinci Construction UK Limited or any person from time to time appointed as main building contractor by the Borrower for the purposes of carrying out and/or completing the Works with the prior written consent of the Lenders</p> <p>"Building Contractor Direct Agreement" means the direct agreement dated on or about the 17 May 2010 between the Borrower, the Facility Agent, the Security Trustee, the Hedge Counterparty, the Building Contractor and the Building Contractor Guarantor in respect of the Building Contract.</p> <p>"Building Contractor Guarantee" means the parent company guarantee 17 May 2010 provided by the Building Contractor Guarantor in respect of the obligations of the Building Contractor under the Building Contract</p> <p>"Building Contractor Guarantor" means Vinci PLC, a company incorporated in England and Wales (company registration number 00737204) whose registered office is at Astral House, Imperial Way, Watford, Hertfordshire WD24 4WW</p> <p>"Certificate of Practical Completion" means the certificate issued by the Employer's Agent under the Building Contract confirming that the whole of the Works is practically complete</p> <p>"CDM Co-ordinator" means Faithful + Gould Limited a company incorporated in England and Wales (company registration number 02236832, whose registered address is at Woodcote Grove, Ashley Road, Epsom, Surrey KT18 5BW, or such other independent professional CDM co-ordinators as may be appointed by the Borrower as CDM co-ordinator in connection with the Works with the prior written approval of the Lenders.</p> <p>"Civil and Structural Engineer" means Curtins Consulting Limited, a company incorporated in England and Wales (company registration number 02054159) whose registered office is at Curtin House, Columbus Quay, Riverside Drive, Liverpool L3 4DB or</p>	

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	Please give us details of the amount secured by the mortgage or charge	
Amount secured	<p>such other independent civil and structural engineers as the Building Contractor may appoint from time to time as civil and structural engineer in connection with the Works with the prior written consent of the Lenders.</p> <p>"Collateral Warranty Agreement" means each of the collateral warranty agreements to be executed by each Professional Adviser in favour of either (i) the Security Trustee on behalf of the Senior Finance Parties, or (ii) the Borrower, and in each case in a form that has been previously approved in writing by the Lenders</p> <p>"Debenture" means the debenture dated 17 May 2010 granted by UPP (Clifton) Limited in favour of The Governor and Company of the Bank of Ireland for itself and as security trustee on behalf of the Secured Parties.</p> <p>"Deed of Subordination" means the deed of subordination dated on or about 17 May 2010 between, amongst others, the Lender, the Facility Agent, the Security Trustee, the Hedge Counterparty, the Noteholders, the Bridge Borrower and the Borrower</p> <p>"Development" means the design, construction, development, commissioning and operation of approximately 727 new rooms of student residential accommodation (with associated facilities) in the premises known as Clifton Campus, Nottingham Trent University</p> <p>"Directions Agreement" means the direction agreement entered into between the Borrower, the Security Trustee, the Account Bank and the University in respect of the application of amounts in the University Charged Account.</p> <p>"Employer's Agent" means DBK Group Ltd a company incorporated in England and Wales (company registration number 02904479) whose registered office is at 321 Bradford Street, Birmingham B5 6ET or such other reputable firm of employer's agents as may be appointed by the Borrower from time to time as employer's agent in connection with the Works with the prior written consent of the University and the Lenders</p> <p>"Facilities Agreement" means the facilities agreement dated 17 May 2010 (and as the same may be further amended, amended and restated or otherwise modified from time to time) between, amongst others, the Borrower, the Bridge Borrower, the Lender, the Hedge Counterparty, the Account Bank, the Facility Agent and the Security Trustee</p> <p>"Facility Agent" means The Governor and Company of the Bank of Ireland in its capacity as agent and security trustee for the Senior Finance Parties and includes its successors in that capacity.</p> <p>"Fee Letter" means any letter or letters dated 17 May 2010 between the Lender, the Facility Agent and the Borrower setting out any of the fees referred to in Clause 9 (<i>Fees</i>) of the Facilities Agreement.</p> <p>"Finance Documents" means the Senior Finance Documents, and the Subordinated</p>	

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Amount secured	<p>Documents</p> <p>"Hedging Arrangement" means any derivative transaction entered into by the Borrower with a Hedge Counterparty, including but not limited to any interest rate derivatives and inflation derivatives in relation only to the facilities made available under the Facilities Agreement in respect of which the documentation thereof may include</p> <p>(a) the ISDA Master Agreement and Schedule (the "Hedging Agreement") entered into or to be entered into between the Borrower and each Hedge Counterparty insofar as its provisions are incorporated by reference to the transaction referred to in (b) below; and</p> <p>(b) the written confirmations entered or to be entered into (as amended from time to time) in respect of the transaction made between the Borrower and each Hedge Counterparty under the terms of the Hedging Agreement</p> <p>"Headlease" means the headlease of the premises known as Clifton Campus, to be entered into between the Borrower and the University pursuant to the Agreement for Leases</p> <p>"Hedge Counterparty" or "Hedge Counterparties" means The Governor and Company of the Bank of Ireland any new hedge counterparty which becomes a party to Facilities Agreement in accordance with the terms of the Facilities Agreement.</p> <p>"Lender" means The Governor and Company of the Bank of Ireland or any bank or financial institution (which may or may not already be a Lender) to which The Governor and Company of the Bank of Ireland novates or seeks to novate all or part of its rights and/or obligations in accordance with Clause 31.3 (<i>Lenders</i>) of the Facilities Agreement</p> <p>"Leases" means the Headlease and the Underlease</p> <p>"Mechanical and Electrical Engineer" means Baileygomm Limited a company incorporated in England and Wales (company registration number 02585664) or such other independent professional mechanical and electrical engineers as the Building Contractor may appoint from time to time as mechanical and electrical engineer in connection with the Works with the prior written consent of the Lenders.</p> <p>"Mortgage" means the Borrower Mortgage and any other mortgage or charge in respect of the Real Property in accordance with Clause 6 (<i>Further Assurance</i>) of the Debenture substantially in the form of Schedule 2 (<i>Form of Legal Mortgage</i>) of the Debenture</p> <p>"Mortgaged Property" means</p> <p>(a) the property specified in Schedule 1 (<i>Details of Mortgaged Property</i>) of the Borrower Mortgage, namely the land and premises at Clifton Campus Nottingham as comprised in a lease of even date with the Borrower Mortgage and made between The Nottingham Trent University (1) and UPP (Clifton)</p>

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Amount secured	<p>Limited (2); and</p> <p>(b) any buildings, fixtures, fittings, fixed plant or machinery from time to time situated on or forming part of such property,</p> <p>and includes all Related Rights</p> <p>"Noteholders" means BEIF II and the University, to the extent that they do not transfer all of their interest in respect of the Bridge Borrower Noteholder Subordinated Documents, and any Permitted Loan Note Transferee.</p> <p>"Operating Sub-Contract" means the facilities management sub-contract relating to the maintenance of the Project Property by the Operating Sub-Contractor to be entered into between the Operating Sub-Contractor and the Borrower on or prior to the Practical Completion Date. Prior to the Practical Completion Date, references to the Operating Sub-Contract shall be deemed to be to the agreed form of the Operating Sub-Contract</p> <p>"Operating Sub-Contractor" means UPP Residential Services Limited (company number 05337048) whose registered address is at 4th Floor, Weston House, 246 High Holborn, London WC1V 7EX or a member of the UPP Group, or a replacement to the extent permitted under the terms of the Facility Agreement.</p> <p>"Operating Sub-Contractor Direct Agreement" means the agreement dated on or about 17 May 2010 between the Borrower, the Facility Agent, the Security Trustee and the Operating Sub-Contractor in respect of the Operating Sub-Contract</p> <p>"Permitted Loan Note Transferee" means any person who has received a legal or beneficial interest in the Bridge Borrower Subordinated Loan Notes, or the Bridge Borrower Subordinated Loan Note Instrument directly or indirectly from BEIF II or the University as permitted under the Facilities Agreement.</p> <p>"Practical Completion Date" means the date of issue of the Certificate of Practical Completion.</p> <p>"Professional Advisers" means, collectively, at any time, the Employer's Agent, the CDM Co-ordinator, the Architect, the Civil and Structural Engineer, the Mechanical and Electrical Engineer, the Acoustics Engineer, and any other professional advisers engaged or to be engaged by the Borrower or the Building Contractor in connection with the Development and "Professional Adviser" means any of them (as applicable).</p> <p>"Project" means</p> <p>(a) the acquisition of a property interest in the Project Property by way of the Leases, and</p> <p>(b) the design, building and financing of 727 new rooms of student residential accommodation and associated facilities on the premises known as Clifton Campus,</p>	

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Amount secured

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

Amount secured

Nottingham Trent University, and the refurbishment, maintenance and management of the same

"Project Property" means the property known as Clifton Campus, Nottingham Trent University

"Real Property" means

- (a) any freehold, leasehold or immovable property; and
- (b) any buildings, fixtures, fittings, fixed plant or machinery from time to time, situated on or forming part of such freehold or leasehold property,

and includes all Related Rights.

"Related Rights" means, in relation to the Mortgaged Property:

- (a) the proceeds of sale of any part of the Mortgaged Property;
- (b) all rights under any licence, agreement for sale or agreement for lease in respect of the Mortgaged Property,
- (c) all rights, benefits, claims, contracts, warranties, remedies, security, indemnities or covenants for title in respect of the Mortgaged Property; and
- (d) any monies and proceeds paid or payable in respect of the Mortgaged Property

"Relevant L/C" means a letter of credit issued in favour of the Bridge Borrower and assigned to the Security Trustee, in a form satisfactory to and approved by the Facility Agent, acting reasonably, for the purpose of supporting any relevant Noteholder's obligation to subscribe for Bridge Borrower Subordinated Loan Notes.

"Security Documents" means the Debenture, the Bridge Borrower Debenture, the University Account Charge, the Directions Agreement, any Mortgage, each Collateral Warranty Agreement executed in favour of the Borrower, the University Direct Agreement, the Building Contractor Direct Agreement, the Operating Sub-Contractor Direct Agreement, the Building Contractor Guarantee, all Relevant L/C's

"Secured Parties" means the Senior Finance Parties.

"Senior Finance Documents" means the Facilities Agreement, the Deed of Subordination, the Security Documents, the Fee Letter, any Relevant L/C, any Transfer Certificate, the Account Bank Agreement, any documentation entered into or to be entered into pursuant to or in connection with the Hedging Arrangements and any other document designated as such by the Facility Agent and the Borrower

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Amount secured

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

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"**Senior Finance Parties**" means the Lenders, the Facility Agent, the Hedge Counterparties, the Security Trustee, and any Receiver or Delegate

"**Shareholders Agreement**" means the shareholders agreement entered into on 17 May 2010 between the Bridge Borrower, the University and BEIF II

"**Subordinated Documents**" means the Bridge Borrower Subordinated Loan Note Instrument, the Bridge Borrower Subordinated Loan Notes, the Bridge Borrower Noteholder Subordinated Security Documents, the Shareholders Agreement and any other documents entered into pursuant thereto, the Borrower Subordinated Loan Note Instrument, the Borrower Subordinated Loan Notes, the Borrower Noteholder Subordinated Security Documents and the Borrower Subscription Letter and any other documents entered into pursuant thereto.

"**Transfer Certificate**" means a transfer certificate substantially in the form set out in Schedule 3 (*Transfer Certificate*) of the Facilities Agreement

"**Underlease**" means the underlease of premises known as Clifton Campus, Nottingham Trent University, to be entered into between the University and the Borrower pursuant to the Agreement for Leases

"**University**" means the Nottingham Trent University.

"**University Account Charge**" means the charge over the University Charged Account entered into between the University and the Security Trustee and dated 17 May 2010.

"**University Charged Account**" means the account of the University with the Security Trustee for the purpose of holding the cash collateral for the University's obligation to subscribe for the Bridge Borrower Subordinated Loan Notes and secured in favour of the Security Trustee under the University Account Charge.

"**University Direct Agreement**" means the direct agreement dated 17 May 2010 between, amongst others, the University, the Borrower and the Security Trustee

"**Works**" means the design, development and construction and commissioning of the works relating to the Development pursuant to the Building Contract and any other works relating to the Development which the Lenders agree in writing should constitute part of such works



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

**COMPANY NO. 7159436
CHARGE NO. 2**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A MORTGAGE DATED 17 MAY 2010
AND CREATED BY UPP (CLIFTON) LIMITED FOR SECURING
ALL MONIES DUE OR TO BECOME DUE FROM THE BORROWER
TO THE SECURITY TRUSTEE OR ANY OF THE OTHER SECURED
PARTIES 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
24 MAY 2010

GIVEN AT COMPANIES HOUSE, CARDIFF THE 26 MAY 2010

4C
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Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES