

145511/52

**MG01****Particulars of a mortgage or charge**
**iris**  
LASERFORM
**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 register  
particulars of a charge for  
company. To do this, please use  
form MG01s

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A09 09/11/2012 #132  
COMPANIES HOUSE

**1****Company details**

29 For official use

Company number 0 0 7 9 6 9 8 3  
Company name in full Shelgate Property Co Limited

→ **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 d0 d5 m1 m1 y2 y0 y1 y2

**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 Debenture

**4****Amount secured**

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

Amount secured

The liabilities of the Obligors to the Finance Parties now or in the future due, owing or  
incurred in any manner whatever and whether due, owing or incurred actually or  
contingently, alone or jointly, as principal or surety and includes any liability of the  
Company to a third party which subsequently becomes payable to the Mortgagee or any  
Finance Party by assignment or otherwise

**Obligors** means UGS MK Limited (07472760), UGS Northampton Limited (07022096),  
Shelgate Property Co Limited (00796983), UGS (Taunton) Limited (02707619) and any  
other person who becomes a Borrower or a Guarantor (as those expressions are defined in  
the **Facility Agreement** as amended and restated on 5 November 2012, among others,  
the Company and Barclays Bank PLC (as Original Lender, Lead Arranger, Agent and  
Security Trustee))

**Finance Parties** means Barclays Corporate, Barclays Bank PLC, a Counterparty, the  
Agent, the Security Trustee, a Lender (each as defined in the Facility Agreement) and their  
respective successors, assignees, transferees, delegates and appointees

**Continuation page**

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

**MG01****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

Barclays Bank PLC (as Security Trustee)

Address

1 Churchill Place

London

Postcode

E 1 4 5 H P

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 By way of legal mortgage, the Company's interest in the Land referred to in Schedule 1 to the Debenture - none

2 By way of legal mortgage or (if or to the extent that this Debenture does not take effect as a mortgage) by way of fixed charge all Investments, including those held for it by any nominee

3 By way of fixed charge

(a) any right, title or interest which the Company has now or may subsequently acquire to or in any land,

(b) all Equipment in so far as it is not charged by way of legal mortgage under Clause 3 1 (*Land*) of the Debenture,

(c) the Company's goodwill,

(d) the Company's uncalled capital,

(e) the benefit of all Authorisations held in relation to any Security Asset, and

(f) the Company's right to receive all moneys payable under any Derivative Contract

4 The Company assigns absolutely

(a) all its rights and interests under all contracts and policies of insurance, and

(b) all rights under all deeds and agreements to which it is a party and which are not mortgaged, charged by way of fixed charge or assigned under any of Clauses 3 1 (*Land*) to 3 8 (*Insurances*) (inclusive) of the Debenture, other than any Derivative Contract

5 By way of floating charge all the Company's present and future business, undertaking and assets which are not effectively mortgaged, charged by way of fixed charge or assigned under Clause 3 of the Debenture

PLEASE SEE CONTINUATION PAGE

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# MG01

## Particulars of a mortgage or charge

### 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

### 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 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)

### 9 Signature

Please sign the form here

Signature

Signature

X SNR Director UK Ltd  
Solicitor, A the Mortgage X

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

# MG01

## 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 Ref DAJM/90015.00074

Company name  
SNR Denton UK LLP

Address

Post town

County/Region

Postcode M K 9 1 F E

Country

DX DX 84756 MILTON KEYNES

Telephone 01908 690260



### 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)**

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## 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

Paragraph 14 of Schedule B1 to the Insolvency Act 1986 shall apply to any floating charge created by the Debenture

**Security Assets** means all of the assets of the Company which are the subject of any Security created or to be created by the Debenture

**Derivative Contract** means any master agreement, schedule, confirmation, novation or other instrument entered into by the Company and a counterparty in connection with protection against or benefit from fluctuation in any rate or price

**Note** The Debenture contains covenants by the Company that the Company will not

(a) subject to Clause 7 1 2 of the Debenture, sell, lease, transfer, license, loan, or otherwise dispose of any Security Asset, or enter into an agreement to make any such disposal,

(b) create or permit to subsist any Security (as defined in the Facility Agreement) over any Security Asset

(c) in circumstances where the arrangement or transaction is entered into primarily as a method of raising Financial Indebtedness or of financing the acquisition of an asset

(i) sell, transfer or otherwise dispose of any of its assets on terms whereby they are or may be leased to or re-acquired by an Obligor or any other Group Company (each as defined in the Facility Agreement),

(ii) sell, transfer or otherwise dispose of any of its receivables on recourse terms,

(iii) enter into any arrangement under which money or the benefit of a bank or other account may be applied, set-off or made subject to a combination of accounts,

(iv) enter into any other preferential arrangement having a similar effect



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

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

COMPANY NO. 796983  
CHARGE NO. 29

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES  
HEREBY CERTIFIES THAT A DEBENTURE DATED 5 NOVEMBER  
2012 AND CREATED BY SHELGATE PROPERTY CO. LIMITED  
FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM  
THE OBLIGORS TO THE FINANCE PARTIES ON ANY ACCOUNT  
WHATSOEVER WAS REGISTERED PURSUANT TO CHAPTER 1  
PART 25 OF THE COMPANIES ACT 2006 ON THE 9 NOVEMBER  
2012

GIVEN AT COMPANIES HOUSE, CARDIFF THE 12 NOVEMBER  
2012



**Companies House**



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES