

MG01

Particulars of a mortgage or charge



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 for**

You cannot use this form to register  
particulars of a mortgage or charge  
in Scotland or the Republic of Ireland.  
To do this you must use form MG01s

THURSDAY



A19

\*A107A4M9\*

20/12/2012

#13

COMPANIES HOUSE

please  
visit  
gov.uk

1

**Company details**

Company number

0 1 6 7 4 0 4 4

Company name in full

Halcrow Holdings Limited

(the "Charging Company")

For official use



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

d1 d2 m1 m2 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 dated 12 December 2012 made between the Charging Company in favour of CH2M  
HILL Companies, Ltd (a company incorporated under the laws of the State of Delaware whose  
registered office is at 9191 S Jamaica Street, Englewood, Colorado 80112, United States of  
America) as lender under the Loan Agreement (the "Lender", which expression shall include the  
Lender's successors and assignees), (the "Debenture")

4

**Amount secured**

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

Amount secured

The Secured Sums (as defined in the Continuation Pages to Section  
6 of this Form MG01)

Reference to any Finance Document (as defined in the Continuation  
Pages to Section 6 of this Form MG01) includes references to such  
Finance Document as varied in any manner from time to time, even if  
changes are made to the composition of the parties to such  
document or to the nature or amount of any facilities made available  
under such document

**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 CH2M HILL Companies, Ltd (as Lender)

Address 9191 S Jamaica Street, Englewood, Colorado 80112

United States of America

Postcode

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

In this Section 6, references to Clauses and Schedules are to Clauses of, and Schedules to, the Debenture unless otherwise specified. References in this Form MG01 to the Debenture or to any other document (including any Finance Document) include reference to the Debenture, or to such other document, as varied in any manner from time to time. Definitions used in this Form MG01 are set out at the end of the Continuation Pages to this Section 6.

The Continuation Pages to this Section 6 refer to covenants by, and restrictions on, the Charging Company which protect and further define the charges created by the Debenture and which must be read as part of those charges.

**The Debenture creates fixed charges and a qualifying floating charge over all or substantially all of the Charging Company's assets, as follows:**

#### Particulars of property mortgaged or charged

- Assignments** The Charging Company, with full title guarantee, as security for the payment or discharge of all Secured Sums, assigned absolutely to the Lender all of its rights, title and interest from time to time in respect of any sums payable to it pursuant to the Specified Insurance Policies.

**PLEASE SEE ATTACHED CONTINUATION PAGES**

# MG01 - continuation page

## Particulars of a mortgage or charge

| 6                 | Short particulars of all the property mortgaged or charged   |                      |
|-------------------|--|----------------------|
|                   | Please give the short particulars of the property mortgaged or charged   |                      |
| Short particulars | <p>2      <b>Fixed Security:</b> The Charging Company, with full title guarantee, as security for the payment or discharge of all Secured Sums, charged to the Lender</p> <p>(a)      [<i>*intentionally left blank*</i>],</p> <p>(b)      by way of legal mortgage, all Land in England and Wales vested in it at the Debenture Date and not registered at the Land Registry,</p> <p>(c)      by way of fixed charge</p> <p>(i)      all other Land which is at the Debenture Date, or in the future becomes, its property,</p> <p>(ii)      all interests and rights in or relating to Land or the proceeds of sale of Land at the Debenture Date or in the future belonging to it,</p> <p>(iii)      all plant and machinery at the Debenture Date or in the future attached to any Land which, or an interest in which, is charged by it under the provisions of Clause 3 2 (<i>Fixed Security</i>) of the Debenture,</p> <p>(iv)      all rental and other income and all debts and claims at the Debenture Date or in the future due or owing to it under or in connection with any lease, agreement or licence relating to Land,</p> <p>(v)      all Specified Investments which are at the Debenture Date its property, including all proceeds of sale derived from them,</p> <p>(vi)      all Specified Investments in which the Charging Company may in the future acquire any interest (legal or equitable), including all proceeds of sale derived from them,</p> <p>(vii)      all Derivative Rights of a capital nature at the Debenture Date or in the future accruing or offered in respect of its Specified Investments,</p> <p>(viii)      all Derivative Rights of an income nature at the Debenture Date or in the future accruing or offered at any time in respect of its Specified Investments,</p> <p>(ix)      all insurance or assurance contracts or policies at the Debenture Date or in the future held by or otherwise benefiting it which relate to Fixed Security Assets or which are at the Debenture Date or in the future deposited by it with the Lender, together with all its rights and interests in such contracts and policies (including the benefit of all claims arising and all money payable under them) apart from any claims which are otherwise subject to a fixed charge or assignment (at law or in equity) in the Debenture,</p> | Continuation Page 1. |

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## Particulars of a mortgage or charge

### 6 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

Continuation Page 2.

- (x) all its goodwill and uncalled capital for the time being,
- (xi) [*\*intentionally left blank\**],
- (xii) all Intellectual Property belonging to it at the Debenture Date, including any Intellectual Property to which it is not absolutely entitled or to which it is entitled together with others,
- (xiii) all Intellectual Property that may be acquired by or belong to it in the future, including any such Intellectual Property to which it is not absolutely entitled or to which it is entitled together with others,
- (xiv) the benefit of all agreements and licences at the Debenture Date or in the future entered into or enjoyed by it relating to the use or exploitation of any Intellectual Property in any part of the world,
- (xv) all its rights at the Debenture Date or in the future in relation to trade secrets, confidential information and knowhow in any part of the world,
- (xvi) all its rights and causes of action in respect of infringement(s) (past, present or future) of the rights referred to in sub-paragraphs (c)(xi) to (xv) inclusive of this paragraph,
- (xvii) all trade debts at the Debenture Date or in the future owing to it,
- (xviii) [*\*intentionally left blank\**],
- (xix) all other debts at the Debenture Date or in the future owing to it, excluding those arising on fluctuating accounts with other members of the Group,
- (xx) the benefit of all instruments, guarantees, charges, pledges and other security and all other rights and remedies available to it in respect of any Fixed Security Asset except to the extent that such items are for the time being effectively assigned under Clause 3 1 (*Assignments*) of the Debenture,
- (xxi) all its interests and rights (if any) in or to any money at any time standing to the credit of any Collection Account,
- (xxii) any beneficial interest, claim or entitlement it has to any pension fund at the Debenture Date or in the future,

**6 Short particulars of all the property mortgaged or charged**

Please give the short particulars of the property mortgaged or charged

Short particulars

**Continuation Page 3.**

- (xxiii) all rights, money or property accruing or payable to it at the Debenture Date or in the future under or by virtue of a Fixed Security Asset except to the extent that such rights, money or property are for the time being effectively assigned or charged by fixed charge under the foregoing provisions of the Debenture, and
- (xxiv) the benefit of all licences, consents and authorisations held in connection with its business or the use of any Asset and the right to recover and receive all compensation which may be payable in respect of them

**3 Creation of floating charge:** The Charging Company, with full title guarantee, charged to the Lender as security for the payment or discharge of all Secured Sums, by way of floating charge

- (a) all its Assets, except to the extent that such Assets are for the time being effectively assigned by way of security by virtue of Clause 3 1 (*Assignments*) or charged by any fixed charge contained in Clause 3 2 (*Fixed security*), including any Assets comprised within a charge which is reconverted under Clause 4 4 (*Reconversion*), and
- (b) without exception, all its Assets in so far as they are for the time being situated in Scotland,

but in each case so that the Charging Company shall not create any Security over any such Asset (whether having priority over, or ranking *pari passu* with or subject to, this floating charge) or take any other step referred to in Clause 7 (*Negative pledge and other restrictions*) of the Debenture with respect to any such Asset, and the Charging Company shall not, without the consent of the Lender, sell, transfer, part with or dispose of any such Asset (except by way of sale in the ordinary course of its business to the extent that such action is not otherwise prohibited by any Finance Document)

**Covenants and Restrictions contained in the Debenture**

- 1** By Clause 6 1 (*Collection Account*), the Charging Company agreed to collect and realise all its Receivables and, immediately on receipt, pay all money so collected into the Collection Account specified from time to time by the Lender in a notice substantially in the form set out in Part 1 of Schedule 5 (*Collection of Receivables*) The Charging Company agreed, pending such payment, to hold all money so received upon trust for the Lender
- 2** By Clause 6 3 (*No Derogation*), the Charging Company agreed that it would not purport, without the Lender's prior written consent, to (i) charge, factor, discount, assign or subordinate, or postpone, release or waive (other than in the ordinary course of business) its rights in respect of any Receivable in favour of any person or do or omit to do anything which might delay or prejudice its full recovery

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## Particulars of a mortgage or charge

### 6 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

Continuation Page 4

- 3 By Clause 7 (*Negative Pledge and other restrictions*), the Charging Company agreed that it would not, without the prior written consent of the Lender (and with the exception of Permitted Security)
- (a) create, or agree or attempt to create, or permit to subsist, any Security or any trust over any of its Assets, or
  - (b) sell, assign, lease, license or sub-license, or grant any interest in, any of its Fixed Security Assets, or part with possession or ownership of them, or purport or agree to do so
- 4 By Clause 11 2 (**Negative covenants**):, the Charging Company agreed that it would not, without the prior written consent of the Lender
- (a) **No building:** save in the ordinary course of business, carry out any building work on its Land, or make any structural alteration to any building on its Land, or apply for any planning consent for the development or change of use of its Land, or at any time sever, remove or dispose of any fixture on it if any such action would be reasonably likely to materially adversely affect the value of such Land,
  - (b) **No onerous obligations:** enter into any onerous or restrictive obligation affecting its Land or create or permit to arise any overriding interest or any easement or right whatever in or over it which would be reasonably likely to affect adversely its value or the value of the Security constituted by this Debenture over it,
  - (c) **No leasing:** exercise any power of leasing in relation to its Land, or accept surrenders of leases of its any Land or agree to do so if it may be materially adverse to the interests of the Lender,
  - (d) **No lease extensions:** extend, renew on substantially different terms or vary any lease or tenancy agreement or give any licence to assign or underlet in relation to its Land to the extent that it would be reasonably likely to materially adversely affect its value or the value of the Security constituted by this Debenture,
  - (e) **No elections:** make any election to waive the exemption under paragraph 2 of Schedule 10 of the Value Added Tax Act 1994 in its capacity as landlord of any such Land,
  - (f) **Possession:** part with possession of its Land (except on the determination of any lease, tenancy or licence granted to it) or except as expressly permitted by the terms of the Finance Documents, or

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## Particulars of a mortgage or charge

|                   |  |  |
|-------------------|--|--|
| 6                 | Short particulars of all the property mortgaged or charged   |  |
|                   | Please give the short particulars of the property mortgaged or charged   |  |
| Short particulars | <p style="text-align: right;"><b>Continuation Page 5</b></p> <p>(g) <b>No sharing:</b> share the occupation of any Land with any other person or agree to do so if it may be materially adverse to the interests of the Lender</p> <p>5 By Clause 12 2 (<i>Negative covenants</i>), the Charging Company agreed that without the prior written consent of the Lender (other than as expressly permitted by the Finance Documents), it would not</p> <p>(a) <b>No disposals etc:</b> sell, assign, lease, license, sub-license or grant any interest in its Intellectual Property Rights, or purport or agree to do so or part with possession or ownership of them, or allow any third party access to, or the right to use or exploit, any Intellectual Property Rights if it may be materially adverse to the interests of the Lender,</p> <p>(b) <b>Contracts</b> enter into any contract or arrangement for supply or otherwise whereby any third party obtains any assignment of or any right or licence in relation to any Intellectual Property Rights on the occurrence or non-occurrence of any future event or circumstance whatever if it may be materially adverse to the interests of the Lender,</p> <p>(c) <b>Trade marks.</b> amend the specification of any registered trade mark included in its Intellectual Property Rights or authorise or permit any third party to register any trade mark which is the same as or confusingly similar to any such trade mark in respect of goods or services which are the same as or similar to the goods or services for which such trade mark is registered if it may be materially adverse to the interests of the Lender, or</p> <p>(d) <b>Patents:</b> amend the specification or drawings referred to in any granted patent if it may be materially adverse to the interests of the Lender</p> <p>6 By Clause 13 4 (<i>Negative covenant</i>) The Charging Company covenanted with the Lender that it would not, without the prior written consent of the Lender consent to its Specified Investments being consolidated, sub-divided or converted or any rights attached to them being varied</p> <p style="text-align: center;"><b>Definitions</b></p> <p>In this Form MG01 the following expressions have the meanings respectively set out below</p> <p><b>"Account Bank"</b> means such clearing bank as the Lender may specify from time to time</p> <p><b>"Assets"</b> means in relation to the Charging Company, all its undertaking, property, assets, revenues and rights of every description, or any part of them</p> |  |

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## Particulars of a mortgage or charge

6

### Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

Continuation Page 6.

**"Collection Account"** means the Charging Company's account with the Account Bank into which it is required to pay its Receivables pursuant to Clause 6 1 (*Collection Account*)

**"Debenture Date"** means 12 December 2012

**"Derivative Rights"** includes

- (a) allotments, rights, money or property arising at any time in relation to any Investments by way of conversion, exchange, redemption, bonus, preference, option or otherwise,
- (b) dividends, distributions, interest and other income paid or payable in relation to any Investments, and
- (c) stock, shares and securities offered in addition to or in substitution for any Investments

**"Finance Document"** means the Debenture, the Loan Agreement and any other document designated as a "Finance Document" by the Lender and the Charging Company

**"Fixed Security Asset"** means an Asset for the time being comprised within an assignment created by Clause 3 1 (*Assignments*) or within a mortgage or fixed charge created by Clause 3 2 (*Fixed security*) or arising on crystallisation of a floating charge whether under Clause 4 (*Crystallisation*) or otherwise

**"Group"** means the Charging Company and its subsidiaries for the time being

**"Insurance Policy"** means any contracts or policies of insurance of any Charging Company (including all cover notes) of whatever nature which are from time to time taken out by or on behalf of any Charging Company or (to the extent of its interest) in which any Charging Company has an interest at any time

**"Intellectual Property"** means patents (including supplementary protection certificates), utility models, registered and unregistered trade marks (including service marks), rights in passing off, copyright, database rights, registered and unregistered rights in designs (including in relation to semiconductor products) anywhere in the world and, in each case, any extensions and renewals of, and any applications for, such rights

**"Intellectual Property Rights"** in relation to the Charging Company, means all and any of its Intellectual Property and all other intellectual property rights, causes of action, interests and assets charged by it pursuant to paragraphs (c)(xi) to (c)(xvi) inclusive of Clause 3 2 (*Fixed security*)



**6** Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

**Continuation Page 7**

**"Land"** means freehold and leasehold, and any other estate in, land and (outside England and Wales) immovable property and in each case all buildings and structures upon and all things affixed to Land (including trade and tenant's fixtures)

**"Loan Agreement"** means the loan agreement dated 12 December 2012 between the Charging Company as Borrower, and CH2M Hill Companies, Ltd as Lender (each term as defined therein)

**"Permitted Security"** means

- (a) any lien arising by operation of law and in the ordinary course of trading and not as a result of any default or omission by the Charging Company, and
- (b) any Security to which the Lender has provided its prior written consent

**"Receivables"** in relation to the Charging Company, means all sums of money receivable by it at any time consisting of or payable under or derived from any Asset described in Clause 3 2 (*Fixed security*)

**"Secured Sums"** means all present and future obligations and liabilities (whether actual or contingent and whether owed jointly or severally or in any other capacity whatsoever) of the Charging Company to the Lender

- (a) from time to time, on any account whatsoever, including all intercompany balances, and
- (b) without limiting the generality of paragraph (a) above, under each or any of the Finance Documents, together with
  - (i) all costs, charges and expenses incurred by the Lender in connection with the protection, preservation or enforcement of its rights under any Finance Document, and
  - (ii) all moneys, obligations and liabilities due, owing or incurred in respect of any variations or increases in the amount or composition of the facilities provided under any Finance Document or the obligations and liabilities imposed under such documents,

but, for each of paragraphs (a) and (b) above, only to the extent such obligations and liabilities arise on or after the Debenture Date

**"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,

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Particulars of a mortgage or charge

**6** **Short particulars of all the property mortgaged or charged**

Please give the short particulars of the property mortgaged or charged

Short particulars

**Continuation Page 8**

**"Specified Investments"** means, in relation to the Charging Company, all Investments which at any time

- (a) represent a holding in a Subsidiary of the Charging Company or an undertaking which would be its subsidiary undertaking if in section 1162(2)(a) of the Companies Act 2006 "30 per cent or more" were substituted for "a majority",
- (b) are held in the name of the Lender or its nominee or to its order, or
- (c) that Charging Company has deposited certificates for with the Lender or which, if uncertificated, are held in an escrow or other account in favour of the Lender or its nominee

**END OF CONTINUATION PAGES**

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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

Not applicable

**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 Hogen Lovell International LLP. 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 F3/MAT/SJB

Company name Hogan Lovells International LLP

Address Atlantic House

Holborn Viaduct

Post town London

County/Region

Postcode E C 1 A 2 F G

Country United Kingdom

DX 57 London Chancery Lane

Telephone +44 (20) 7296 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](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)



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

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

**COMPANY NO. 1674044  
CHARGE NO. 4**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES  
HEREBY CERTIFIES THAT A DEBENTURE DATED 12  
DECEMBER 2012 AND CREATED BY HALCROW HOLDINGS  
LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME  
DUE FROM THE COMPANY TO CH2M HILL COMPANIES, LTD  
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 20 DECEMBER  
2012

GIVEN AT COMPANIES HOUSE, CARDIFF THE 27 DECEMBER  
2012



**Companies House**



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