

# MG01

## Particulars of a mortgage or charge

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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

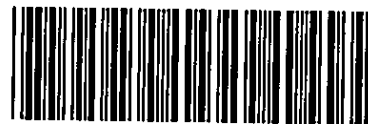
You may use this form to register  
particulars of a mortgage or charge  
in England and Wales or Northern  
Ireland



#### What this form is NOT

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

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07/10/2011

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COMPANIES HOUSE

**1**

### Company details

2

For official use

Company number 0 3 9 8 0 7 7 0

Company name in full UFI Limited (the "Company")



#### 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 0 4 1 0 2 0 1 1

**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 guarantee and debenture between (1) the Company, (2) Pimco 2909 Limited (the "Additional  
Chargor") and (3) Lloyds TSB Development Capital Limited (the "Lender") dated 4 October 2011  
(the "Guarantee and Debenture")

**4**

### Amount secured

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

Amount secured See continuation sheet

#### Continuation page

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

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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 Lloyds TSB Development Capital Limited

Address One vine street

London

Postcode W 1 J 0 A H

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 See continuation sheet

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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

N/A

### 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 *Pincent Masons 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 Lisa McMullan

Company name Pinsent Masons LLP

Address 3 Hardman Street

Post town Manchester

County/Region

Postcode M 3 3 A U

Country England

DX

Telephone 0161 234 8427



### 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 mortgage 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

4	Amount secured	
	Please give us details of the amount secured by the mortgage or charge	
Amount secured	<p>All of the Secured Liabilities (as defined below) when due together with interest to the date of payment at such rates and upon such terms as may from time to time be agreed, commission, fees, enforcement expenses and other charges and all legal and other costs, charges and expenses, on a full unqualified indemnity basis, which may be incurred by the Lender or the beneficiaries as set out in the security trust deed (the "<b>Security Trust Deed</b>") entered into between the Lender and the Company and the beneficiaries (the "<b>Beneficiaries</b>") in relation to any such Secured Liabilities or generally in respect of the Company and the Additional Chargor</p> <p>"<b>Secured Liabilities</b>" means any liability to be expressed to be due, owing or payable by the Company to the Lender and any Beneficiary under or in connection with any of the Finance Documents (as defined in section 6) (in each case, whether alone or jointly, or jointly or jointly and severally, with any other person, whether actually or contingently and whether as principal, surety or otherwise)</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	1	<p><b>Mortgages and Fixed Charges</b></p> <p>As a continuing security for payment or discharge of the Secured Liabilities, the Company and the Additional Chargor with full title guarantee charged to the Lender all their right, title and interest from time to time in each of the following assets -</p> <p>1 1 by way of first legal mortgage all Land which is described in Schedule 1 of the Guarantee and Debenture being leasehold property known as Suite 19, Cardiff, leasehold property known as 16 Old Street, London and leasehold property known as Suites 5 &amp; 6, 99 Parkway Avenue, Sheffield and all other Land vested in the Company and the Additional Chargor at the time of the Guarantee and Debenture,</p> <p>1 2 by way of first fixed charge all other Land vested at the time of the Guarantee and Debenture in the Company or the Additional Chargor (to the extent not effectively charged by Clause 4 1 1 of the Guarantee and Debenture as set out in paragraph 1 1 above) and all Land acquired by the Company or the Additional Chargor after the date of the Guarantee and Debenture,</p> <p>1 3 by way of first fixed charge -</p> <p>1 3 1 the Securities,</p> <p>1 3 2 the Intellectual Property,</p> <p>1 3 3 the Monetary Claims,</p> <p>1 3 4 the Fixed Plant and Equipment,</p> <p>1 3 5 the Loose Plant and Equipment,</p> <p>1 3 6 the Accounts,</p> <p>1 3 7 the Insurances,</p> <p>1 3 8 the Related Rights under or in connection with the Securities, the Accounts, the Insurances, the Intellectual Property, the Monetary Claims, the Fixed Plant and Equipment and the Loose Plant and Equipment, and</p> <p>1 3 9 its goodwill at the time of the Guarantee and Debenture and in the future and uncalled capital</p>
	2	<p><b>Floating Charge</b></p> <p>As continuing security for payment of the Secured Liabilities, the Company and the Additional Chargor with full title guarantee charged by way of first floating charge the whole of their undertaking and assets, at the time of the Guarantee and Debenture and future and wherever situated, which were not for any reason effectively charged (whether in law or equity) by way of fixed security by the Guarantee and Debenture, including, without limitation, any heritable property of the Company or the Additional Chargor situated in Scotland</p>
	3	<p><b>Qualifying floating charge</b></p> <p>Paragraph 14 of Schedule B1 to the Insolvency Act 1986 will apply to any floating charge created by the Guarantee and Debenture</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

#### 4 Security

The Company and the Additional Chargor agreed that they would not create or permit to subsist any Security over any Charged Property other than -

4 1 as permitted pursuant to the terms of any of the Finance Documents, or

4 2 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 any member of the Group as defined in the Security Trust Deed,

4 3 with the prior written consent of the Lender

#### 5 Disposal

The Company and the Additional Chargor agreed that they would not enter into or 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 Property which was charged by way of a fixed charge except with the prior written consent of the Lender

#### 6 Definitions

"Account" means any account opened or maintained by the Company or the Additional Chargor at any bank or financial institution

"Charged Property" means all the property, assets and undertaking of the Company or the Additional Chargor which from time to time are, or are expressed to be, the subject of the Security created in favour of the Lender by or pursuant to the Guarantee and Debenture

"Finance Documents" has the meaning as set out in the Security Trust Deed

"Fixed Plant and Equipment" means all plant, machinery or equipment of the Company or the Additional Chargor of any kind which does not for any reason constitute a Fixture, but was at the time of the Guarantee and Debenture or at any time directly or indirectly attached by any means and for any purpose to any land or building, whether or not it is removable or intended to form part of the land or building

"Fixtures" means all things of any kind at the time of the Guarantee and Debenture or at any time affixed to land for any purpose, including, without limitation, trade and tenants fixtures

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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><b>"Insurances"</b> means, in relation to the Company or the Additional Chargor any policy of insurance or assurance in which the Company or the Additional Chargor had an interest and all claims and rebates of premium under any such policy</p> <p><b>"Intellectual Property"</b> means any of the following in which the Company or the Additional Chargor had an interest -</p> <ul style="list-style-type: none"> <li>(a) any registered intellectual property right in any territory or jurisdiction, including, without limitation, patents, trade marks, service marks, registered designs, and any similar right in any territory or jurisdiction and any applications or right to apply for any of the above,</li> <li>(b) any invention, copyright, design right or performance right,</li> <li>(c) any trade secrets, know-how and confidential information, and</li> <li>(d) the benefit of any agreement or licence for the use of any such right</li> </ul> <p><b>"Land"</b> means any estate, right or interest in or over land, whether legal or equitable, and wherever the land is situated including any buildings and Fixtures on land, and the benefit of any covenants or rights owed to any person or enforceable by him by virtue of the ownership possession or occupation of land but for these purposes <b>"Land"</b> excludes heritable property situated in Scotland</p> <p><b>"Loose Plant and Equipment"</b> means, in relation to the Company or the Additional Chargor, all plant, machinery, equipment and motor vehicles at the time of the Guarantee and Debenture or at any time owned by the Company or the Additional Chargor as a capital asset which was not Fixed Plant and Equipment</p> <p><b>"Monetary Claims"</b> means, in relation to, the Company or the Additional Chargor, all book and other debts and monetary claims at the time of the Guarantee and Debenture or in the future owing to the Company or the Additional Chargor, (whether alone or jointly with any other person), whenever payable and whether liquidated or unliquidated, certain or contingent including, without limitation, credit balances on any Account, and together with all cheques, bills of exchange, negotiable instruments, credits and securities at any time given in relation to, or to secure payment of, any such debt</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

#### "Related Rights"

means in relation to any Charged Property -

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

#### "Securities"

means, in relation to the Company or the Additional Chargor, all the right, title and interest of the Company or the Additional Chargor, at the time of the Guarantee and Debenture or in the future, in any -

- (a) stocks, shares, bonds, debentures, loan stocks, or other securities issued by any person,
- (b) warrants, options or other rights to subscribe, purchase or otherwise acquire any stocks, shares, bonds, debentures, loan stocks or other securities or investments issued by any person, and
- (c) units or other interests in any unit trust or collective investment scheme

#### "Security"

means a mortgage, charge, pledge, lien or any other security interest securing any obligation of any person or any other agreement or 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. 3980770  
CHARGE NO. 2**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES  
HEREBY CERTIFIES THAT A GUARANTEE & DEBENTURE  
DATED 4 OCTOBER 2011 AND CREATED BY UFI LIMITED FOR  
SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE  
COMPANY TO LLOYDS TSB DEVELOPMENT CAPITAL LIMITED  
AND ANY BENEFICIARY 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 7 OCTOBER 2011

GIVEN AT COMPANIES HOUSE, CARDIFF THE 12 OCTOBER  
2011



*Companies House*  
— for the record —



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES