

# MG01

## Particulars of a mortgage or charge

671953/13



**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

THURSDAY



A50

\*AQWXPKE\*

27/05/2010

17

COMPANIES HOUSE

For further guidance at  
[www.companieshouse.gov.uk](http://www.companieshouse.gov.uk)

### ✓ 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

### X What this form is NOT for

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

1

### Company details

For official use

Company number 0 6 9 9 6 9 6 3

Company name in full ✓ ACRES PROPERTIES 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 ✓ d1 d4 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  
CJ -

Debenture between Community Training Services Limited (the "Lender") and  
the Company dated 14 May 2010 (the "Debenture")

4

### Amount secured

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

Amount secured  
6x2

See attached sheet

### 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 ✓ Community Training Services Limited (3830791)

Address 3 Acres Hill Business Park, Acres Hill Lane,  
Sheffield

Postcode S 9 4 L R

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 attached sheet

# 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

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)

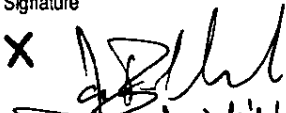
We will accept a verified copy of the instrument creating the charge where the property charged is situated and the charge was created outside the UK (section 870). The company or the person who has delivered the copy to the Registrar must verify it to be a correct copy and sign it. Where a body corporate 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  X  
I am Michael L. L. for and on behalf of the lender

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 James Bullock

Company name Irwin Mitchell LLP Solicitors

Address

Post town

County/Region

Postcode S 3 8 D T

Country

DX 10513 SHEFFIELD

Telephone 0870 1500 100



### 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](http://www.companieshouse.gov.uk) or email [enquires@companieshouse.gov.uk](mailto:enquires@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)

## MG01 - continuation page

### Particulars of a mortgage or charge

4

#### Amount secured

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

Amount secured

"Term Loan Agreements" means the two term loan agreements dated 14 May 2010 between the Company and the Lender for the provision of a loan of a principle amount of £340,000 and a loan of a principle amount of £78,750 respectively.

All or any monies and liabilities which shall from time to time (and whether on or at any time after demand) be due, owing or incurred in whatsoever manner to the Lender by the Company pursuant to the Term Loan Agreements, or any of them, whether actually or contingently, solely or jointly and whether as principal or surety and including interest, discount, commission and other lawful charges or expenses which the Lender may charge or incur in respect of any of those matters, and so that interest shall be computed and compounded as well after as before any demand made or judgement obtained under or in relation to the Debenture

# 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

1 The Company with full title guarantee has charged to the Lender as continuing security for the payment or discharge of the amount secured

1 1 By way of legal mortgage all estates or interests in the freehold and leasehold property, being freehold property at Unit 3 Acres Hill Business Park, Acres Hill Lane, Shffield (Title number WYK539282), together with all present and future buildings, fixtures (including trade and tenant's fixtures), plant and machinery which are at any time on any such property

1 2 By way of a fixed charge.

1 2 1 all estates or interests in any freehold or leasehold property belonging to the Company now or at any time after the date of the Debenture (other than any property charged in terms of 1 1 above) together with all buildings, fixtures (including trade and tenant's fixtures), plant and machinery which are at any time on the property.

1 2 2 all present and future interests of the Company in or over land or the proceeds of sale of it and all present and future licences of the Company to enter upon or use land and the benefit of all other agreements relating to land to which it is or may become party or otherwise entitled and all fixtures (including trade and tenant's fixtures) which are at any time on the property charged under the Debenture

1 2 3 all present and future plant and machinery, equipment, fittings, installations and apparatus, furniture, furnishings, tools, motor vehicles, and all other chattels and moveable assets (other than fixtures) of the Company (not regularly disposed of in the ordinary course of business) and all associated warranties and maintenance contracts.

1 2 4 all present and future stocks, shares and other securities owned (at law or in equity) by the Company and all rights and interests accruing or offered at any time in relation to them

1 2 5 all rights and interests in and claims under all policies of insurance and assurance held or to be held by or insuring to the benefit of the Company and the benefit of all rights and claims to which the Company is now or may be entitled under any contracts

1.2.6 all patents, patent applications, trade marks, trade mark applications, trading names, brand names, service marks, copyrights, rights in the nature of copyright, moral rights, inventions, design rights, registered designs, all trade secrets and know-how, computer rights, programmes, systems, tapes, disks, software, all applications for registration of any of them and other intellectual property rights held or to be held by the Company or in which it may have an interest and the benefit of all present and future agreements relating to the use of or licensing or exploitation of any such rights (owned by the Company or others) and all present and future fees, royalties or similar income derived from or incidental to any of the foregoing in any part of the world

# 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

1 2 7 all the Company's goodwill and uncalled capital for the time being

1 2 8 all present and future book and other debts and monetary claims of the Company whether payable now or in the future and the benefit of all present and future rights and claims of the Company against third parties relating to them and capable of being satisfied by the payment of money (save as charged under 1.2 5 above).

1.2 9 all present and future bank accounts, cash at bank and credit balances of the Company with any bank or other person whatsoever and all rights relating or attaching to them (including the right to interest)

1.3. By way of a floating charge all the Assets not effectively otherwise mortgaged, charged or assigned by 1 1 or 1 2 above, (including, without limitation, any immovable property of the Company in Scotland and any Assets in Scotland falling within any of the types mentioned in 1 2 above)

2 The Company will not without the prior written consent of the Lender -

2 1 create or attempt to create or permit to subsist any right in security, mortgage, charge, lien or encumbrance on all or any of its Assets (other than a lien arising in the ordinary course of business by operation of law), or

2 2. sell, transfer, assign, factor, lease or otherwise dispose of or part with possession in any way of all or any of its Assets (other than on an arms length basis in the ordinary course of trading), or

2 3 in any way dispose of the equity of redemption of any such Asset or any interest in any such Asset

"Assets" means the whole of the property (including uncalled capital) which is or may be from time to time comprised in the property and undertaking of the Company



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

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

**COMPANY NO. 6996963  
CHARGE NO. 1**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES  
HEREBY CERTIFIES THAT A DEBENTURE DATED 14 MAY 2010  
AND CREATED BY ACRES PROPERTIES LIMITED FOR  
SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE  
COMPANY TO COMMUNITY TRAINING SERVICES LIMITED 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 27 MAY 2010

GIVEN AT COMPANIES HOUSE, CARDIFF THE 1 JUNE 2010

DT  
17



*Companies House*  
— for the record —



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES