

M

CHFP041

COMPANIES FORM No. 395

000529/13 **395**

Particulars of a mortgage or charge

A fee of £13 is payable to Companies House in respect of each register entry for a mortgage or charge.

Please do not
write in
this margin

Please complete
legibly, preferably
in black type or
bold block
lettering

* Insert full name
of company

Pursuant to section 395 of the Companies Act 1985

To the Registrar of Companies
(Address overleaf - Note 6)

For official use Company number

Name of company

4

4073121

*Centre for Education and Finance Management Limited

Date of creation of the charge

30th April 2009

Description of the instrument (if any) creating or evidencing the charge (note 2)

Debenture

Amount secured by the mortgage or charge

All moneys, debts and liabilities from time to time due, owing or incurred by the Borrower to the Lender in each case:

- (a) whether present or future;
- (b) whether alone or jointly with any other person;
- (c) whether actual or contingent;
- (d) whether as principal or as surety;
- (e) in whatsoever name, firm or style;
- (f) in whatsoever currency denominated; or
- (g) otherwise;

together with interest to the date of payment at such rates and upon such terms as may from time to time be agreed and all commission, fees, costs (including, without limitation, legal fees) on a full indemnity basis and other charges.

Names and addresses of the mortgagees or persons entitled to the charge

Jason Foster of 12 Cottisford Crescent, Milton Keynes, Buckinghamshire

Postcode MK14 5HH

Presenter's name, address and
reference (if any):

Kidd Rapinet
14&15 Craven Street
London
WC2N 5AD

For official use (02/2006)

Mortgage Section

Post room

SATURDAY



AQJPX9P3

A39

09/05/2009

153

COMPANIES HOUSE

Time critical reference

COM395/1

Short particulars of all the property mortgaged or charged

1. By way of first fixed charge by way of legal mortgage, the Scheduled Property as referred to in the Schedule to this Debenture including without limitation, all Fixtures on such property, together with all the Borrower's Rights, title and interest from time to time in any lease, licence or occupational right whatsoever together with the entire benefit of all the Borrower's rights, title and interest from time to time in any renewal of, replacement of or variation to any such lease, licence or occupational right (including, without limitation, all its rights, title and interest in any Occupational Lease, agreement for any Occupational Lease and any associated agreements which may be granted by the Borrower or any person deriving title from the Borrower from time to time over or in respect of the whole or any part of the property and any other properties (freehold or leasehold) in which the Borrower has an interest), as in existence at the date of this Debenture.

Please do not write in this margin

Please complete legibly, preferably in black type or bold block lettering

1.1. By way of first fixed charge:

(a) the Other Property and all Future Property defined as all estates and other interests in any freehold, leasehold or other immovable property (including, without limitation, all fixtures on such property) which are the property of the Borrower at the date of this Debenture and do not form part of the Scheduled Property as referred to in the Debenture, all proceeds of sale derived from such property and the benefit of all covenants to which the Borrower is entitled in respect of such property;

(b) all Rights as defined at point 1 above relating to the Other Property and the Future Property as defined at point (a) above;

Continued.....

A fee is payable to Companies House in respect of each register entry for a mortgage or charge. (See Note 5)

† Delete as appropriate

Particulars as to commission allowance or discount (note 3)

Signed

R.M.L.

Date 30th April 2009

On behalf of [company] [~~mortgagee/chargee~~] †

Notes

1. The original instrument (if any) creating or evidencing the charge, together with these prescribed particulars correctly completed must be delivered to the Registrar of Companies within 21 days after the date of creation of the charge (section 395). If the property is situated and the charge was created outside the United Kingdom delivery to the Registrar must be effected within 21 days after the date on which the instrument could in due course of post, and if dispatched with due diligence, have been received in the United Kingdom (section 398). A copy of the instrument creating the charge will be accepted where the property charged is situated and the charge was created outside the United Kingdom (section 398) and in such cases the copy must be verified to be a correct copy either by the company or by the person who has delivered or sent the copy to the Registrar. The verification must be signed by or on behalf of the person giving the verification and where this is given by a body corporate it must be signed by an officer of that body. A verified copy will also be accepted where section 398(4) applies (property situate in Scotland or Northern Ireland) and Form No. 398 is submitted.
2. A description of the instrument, eg "Trust Deed", "Debenture", "Mortgage" or "Legal charge", etc, as the case may be, should be given.
3. In this section there should be inserted the amount or rate per cent. of the commission, allowance or discount (if any) paid or made either directly or indirectly by the company to any person in consideration of his:
 - (a) subscribing or agreeing to subscribe, whether absolutely or conditionally, or
 - (b) procuring or agreeing to procure subscriptions, whether absolute or conditional,for any of the debentures included in this return. The rate of interest payable under the terms of the debentures should not be entered.
4. If any of the spaces in this form provide insufficient space the particulars must be entered on the prescribed continuation sheet.
5. A fee of £13 is payable to Companies House in respect of each register entry for a mortgage or charge. Cheques and Postal Orders are to be made payable to **Companies House**.
6. The address of the Registrar of Companies is:- Companies House, Crown Way, Cardiff CF4 3UZ.

Please do not
write in this
margin

Particulars of a mortgage or charge (continued)

Continuation sheet No
to Forms Nos 395 and 410 (Scot)

Company number

4073121

Please complete
legibly, preferably
in black type, or
bold block lettering

Name of company

Centre for Education and Finance Mangement Limited

Limited*

*Delete if
inappropriate

Description of the instrument creating or evidencing the mortgage or charge (continued) (note 2)

Amount due or owing on the mortgage or charge (continued)

Please do not
write in this
margin

Please complete
legibly, preferably
in black type, or
bold block
lettering.

Please do not write in this margin **Names, addresses and descriptions of the mortgagees or persons entitled to the charge (continued)**

**Please complete
legibly, preferably in
black type, or bold
block lettering**

1

Continued.....

(c) all the Borrower's Rights as defined at point 1 above relating to the Scheduled Property as referred to in the Schedule to this Debenture.

1.2 By way of absolute legal assignment;
the Contracts defined as all the Borrower's rights, title, interest and benefit in and to any contract in respect of the whole or any part of the Charged Property as defined in the Debenture, to which the Borrower is party.

1.3 By way of first fixed charge:

(a) all Book Debts as defined in the Debenture and other debts now or in the future due or owing to the Company;

(b) all Intellectual Property as defined in the Debenture, owned, possessed or controlled by the Borrower;

(c) all Plant and Machinery and Future Plant and Machinery as defined in the Debenture belonging to the Company other than fixed plant and machinery;

(d) all Shares and Derivative Assets as defined in the Debenture belonging to the Company;

(e) all the goodwill of the Company and its uncalled capital for the time being of the Borrower.

1.4 by way of first floating charge all the undertaking and assets of the Borrower whatsoever and wheresoever situate, whether movable, immovable, present or future (including, without limitation, all the undertaking and assets of the Borrower referred to in the Debenture which are, for any reason, not validly charged or assigned pursuant to Clauses 4.1 (Scheduled Property) to 4.9 (Goodwill) (inclusive) of this Debenture).



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

Pursuant to section 401(2) of the Companies Act 1985

**COMPANY NO. 4073121
CHARGE NO. 4**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A DEBENTURE DATED 30 APRIL 2009
AND CREATED BY CENTRE FOR EDUCATION & FINANCE
MANAGEMENT LIMITED FOR SECURING ALL MONIES DUE OR
TO BECOME DUE FROM THE COMPANY TO JASON FOSTER
UNDER THE TERMS OF THE AFOREMENTIONED INSTRUMENT
CREATING OR EVIDENCING THE CHARGE WAS REGISTERED
PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT
1985 ON THE 9 MAY 2009

GIVEN AT COMPANIES HOUSE, CARDIFF THE 14 MAY 2009

pluch



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES