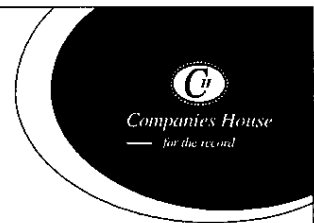


010470/13

In accordance with  
Section 860 of the  
Companies Act 2006

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 NOT for

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

SATURDAY



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\*AG4ONZRV\*

03/12/2011

127

COMPANIES HOUSE

**1** Company details

Company number 0 5 4 8 3 4 8 8

Company name in full ITRAIN CONSULTING SERVICES LIMITED

**Filing in this form**

Please complete in type script or in bold black capitals

All fields are mandatory unless specified or indicated by \*

**2** Date of creation of charge

Date of creation d 2 9 m 1 1 y 2 0 y 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

DEBENTURE

**4** Amount secured

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

Amount secured

All the monies which now or at any time in future may be owing due and/or payable (but remaining unpaid) by the Company to the Chargee in any manner and for any reason on any account. Secured Monies include all such monies due by the Company either alone or jointly with any other person or on any partnership account (even though the whole or any part of such monies is represented or secured by any mortgages, guarantees, trust receipts, bills of exchange, leasing, hire or conditional sale agreements, assignments, agreements for discounting or factoring of debts or any other agreements or securities) and whether or not any of them have or has fallen due or become payable and whether or not default shall have been made in respect thereof. Secured Monies also means any of the following items, whether now or in the future Continued

**Continuation page**

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

# 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 | <p>(a) all monies due or payable by the Company under the Financing Agreement ("the FA") (if any) or any other agreement between the Company and the Chargee or by virtue of any guarantee or indemnity given by the Company to the Chargee,</p> <p>(b) all advances which the Chargee has made or shall make to the Company to the extent repayable by the Company to the Chargee under the terms of the FA,</p> <p>(c) any indebtedness now or hereafter to be incurred by the Chargee for or at the request of the Company including all monies which the Chargee shall pay or become liable to pay for or on account of the Company or any other person at the request or order of the Company or under its authority, either alone or jointly with any other person and whether or not by any of the following</p> <p>(i) the Chargee making direct advances to the extent repayable by the Company to the Chargee under the terms of the FA, or</p> <p>(ii) the Chargee drawing, accepting, endorsing, paying or discounting any Remittance (such as cash, cheques etc ) to the extent repayable by the Company to the Chargee under the terms of the FA, or</p> <p>(iii) the Chargee entering into any bond, guarantee, indemnity or letter of credit, or</p> <p>(iv) the Chargee confirming orders, or</p> <p>(v) the Chargee otherwise accepting any other liability for or on behalf of the Company,</p> <p>(d) all monies which the Chargee can charge to the Company and all costs charges and expenses incurred by the Chargee following default in payment of any such monies or of breach by the Company of any of the provisions of this deed,</p> <p>(e) the charges of surveyors and/or solicitors instructed by the Chargee in connection with any part of the Charged Assets (as defined and created in the Debenture),</p> <p>(f) all costs and charges and expenses which the Chargee may from time to time incur in</p> <p>(i) stamping, perfecting, registering or enforcing this security, or</p> <p>(ii) the negotiations for the preparation and execution of this deed, and the FA or any guarantee, indemnity, priority arrangement, waiver or consent in respect of them, or</p> <p>(iii) obtaining payment or discharge of Secured Monies (as defined in the Debenture), or</p> <p>(iv) paying any rent, rates, taxes or outgoings for the Charged Assets, or</p> <p>(v) insuring, repairing, maintaining, managing or realising any part of the Charged Assets, or</p> <p>(vi) the preservation or exercise of any rights under or in connection with this deed or any attempt to do so, or</p> <p>(vii) giving a discharge or release of this security, or</p> |  |

## 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 | <p>(viii) dealing with or obtaining advice about any other matter or question arising out of or in connection with this deed with the intention that the Chargee shall be afforded a full complete and unlimited indemnity against all costs, charges and expenses paid or incurred by it and whether arising directly or indirectly in respect of this security or of any other security held by the Chargee for the Secured Monies,</p> <p>(g) all monies expended by any attorney appointed under clause 6 3 of the Debenture in exercising his powers, AND</p> <p>(h) interest on all monies due and owing to the Factor at such rate as may from time to time be payable pursuant to any agreement or arrangement relating thereto ("the Secured Monies")</p> |  |

# 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

Pulse Cashflow Finance Limited ("the Chargee")

Address

1 Royal Terrace, Southend on Sea ("the Chargee")

Postcode

S S 1 1 E A

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

1 1 on the Properties (if any) specified in Schedule 2 to the Debenture,

1 2 on all Properties (other than any Properties specified in Schedule 2 to the Debenture) now owned by the Company or in which the Company has an interest,

2 By way of fixed charge on all of the following assets, whether now or in future belonging to the Company

2 1 the freehold and leasehold properties of the Company not effectively mortgaged under paragraphs 1 1 and 1 2 including such as may thereafter be acquired,

2 2 all Fixtures in, on or attached to the property subject to the legal mortgages under paragraphs 1 1 and 1 2 and all spare parts, replacements, modifications and additions for or to the same,

2 3 any other freehold and leasehold property which the Company shall own together with all fixtures and fittings (including trade fixtures and fittings) and fixed plant and machinery in, on or attached to such property and all spare parts, replacements, modifications and additions for or to the same,

2 4 all machinery, equipment, furniture, furnishings, fittings and fixtures and other tangible personal property (other than Inventory), including, without limitation, data processing hardware and software, motor vehicles, aircraft, dies, tools, jigs and office equipment, together with all present and future additions thereto, replacements or upgrades thereof, components and auxiliary parts and supplies used or to be used in connection therewith and all substitutes for any of the foregoing, and all manuals, drawings, instructions, warranties and rights with respect thereto wherever any of the foregoing is located and any other asset which would be treated as a fixed asset under GAAP ("the Equipment") (if any) listed in Schedule 4 to the Debenture and the benefit of all contracts and warranties relating to the same, Continued

# 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 5 all Equipment, (other than Equipment specified in Schedule 4 to the Debenture), and the benefit of all contracts and warranties relating to the same,</p> <p>2 6 all goodwill, unpaid and/or uncalled capital of the Company,</p> <p>2 7 all the Company's all stocks, shares, bonds and securities of any kind whatsoever and whether marketable or otherwise and all other interests (including but not limited to loan capital) both present and future held by the Company in any person and includes all allotments, rights, benefits and advantages whatsoever at any time accruing, offered or arising in respect of or incidental to the same and all money or property offered at any time by way of dividend, conversion, redemption, bonus, preference, option or otherwise in respect thereof,</p> <p>2 8 all loan capital, indebtedness or liabilities on any account or in any manner owing to the Company from any subsidiary of the Company or a member of the Company's group,</p> <p>2 9 all amounts realised by an administrator or liquidator of the Company, upon enforcement or execution of any order of the Court under Part IV of the Insolvency Act 1986,</p> <p>3 By way of fixed charge, upon all or any of the following assets, whether now in existence or coming into existence in future</p> <p>3 1 all documents of title to any item of property which at any time and for any purpose has been or may be deposited with the Chargee,</p> <p>3 2 the assets mentioned in the title documents referred to in the immediately preceding sub-paragraph,</p> <p>3 3 any account in the name of the Company under the control of or operated in accordance with the directions of the Chargee,</p> <p>4 By way of fixed charge</p> <p>4 1 on all and any Receivables (as defined in the FA) title to which is purported to be assigned or transferred to the Chargee under the FA ("the Debts") of the Company purported to be purchased by the Chargee pursuant to the FA but which fail to vest absolutely and effectively in the Chargee for any reason, together with the Associated Rights (as defined in the FA) to such Debts ("the Non-vesting Debts"), present and future,</p> <p>4 2 on all sums due and owing or accruing due and owing to the Company whether or not on account of its trading both present and future except</p> <p>4 2 1 Non-Vesting Debts, and</p> <p>4 2 2 any Debts whilst they remain absolutely and effectively vested in or held on trust for the Chargee under the FA and whether such vesting results from a legal or equitable assignment,</p> <p>- present and future                      Contd</p> |  |

## 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>5 By way of first floating charge</p> <p>5 1 the Company's undertaking and all its property, assets and rights whatsoever and wheresoever both present and future other than any property or assets from time to time effectively charged by way of legal mortgage or fixed charge or assignment pursuant to paragraphs 1 to 4 (inclusive) above or otherwise pursuant to the Debenture but including (without limitation and whether or not so effectively charged) any of its property and assets situated in Scotland</p> |  |

# MG01

## Particulars of a mortgage or charge

|                                  |   |   |
|----------------------------------|---|---|
| <b>7</b>                         | <b>Particulars as to commission, allowance or discount (if any)</b><br><br>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 <ul style="list-style-type: none"> <li>- subscribing or agreeing to subscribe, whether absolutely or conditionally, or</li> <li>- procuring or agreeing to procure subscriptions, whether absolute or conditional,</li> </ul> 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 |   |   |
| <b>8</b>                         | <b>Delivery of instrument</b><br><br>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)<br><br>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) |   |
| <b>9</b><br><br>Signature        | <b>Signature</b><br><br>Please sign the form here<br><br><div style="border: 1px solid black; padding: 5px;">           Signature<br/> <i>X pdt solicitors</i> </div><br>This form must be signed by a person with an interest in the registration of the charge  | X |

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 **Noel E Ruddy**

Company name **PDT Solicitors**

Address **Premier House, 36-48 Queen Street**

Post town **Horsham**

County/Region **West Sussex**

Postcode **R H 1 3 5 A D**

Country

DX **57617 Horsham**

Telephone **01403 262333**

**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)**





DX

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

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

**COMPANY NO. 5483438  
CHARGE NO. 1**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES  
HEREBY CERTIFIES THAT A DEBENTURE DATED 29  
NOVEMBER 2011 AND CREATED BY ITRAIN CONSULTING  
SERVICES LTD FOR SECURING ALL MONIES DUE OR TO  
BECOME DUE FROM THE COMPANY TO PULSE CASHFLOW  
FINANCE 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 3 DECEMBER 2011

GIVEN AT COMPANIES HOUSE, CARDIFF THE 8 DECEMBER  
2011



*Companies House*  
— for the record —



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES