

# MG01

## Particulars of a mortgage or charge

014248/13 Oyez

### 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

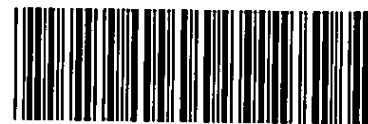
You may use this form to register  
particulars of a mortgage or charge  
in England and Wales or Northern  
Ireland



### 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

TUESDAY



\*A8JHVXPZ\*

A33

20/09/2011

83

COMPANIES HOUSE

## 1 Company details

Company number

0 7 7 3 6 0 3 3

Company name in full

**ESSENTIAL MANAGEMENT SERVICES YORKSHIRE LIMITED**

("the Buyer")

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

0 1 0 9 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

Debenture ("the Debenture")

## 4 Amount secured

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

Amount secured

All amounts required to be paid by the Buyer to the Seller now or in  
the future under the Sale Agreement

Definitions All capitalised terms used are defined in the Appendix  
to this form

### Continuation page

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

# MG01

## Particulars of a mortgage or charge

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### 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 Peel Northern Security Recruitment & Training Limited (acting

Address 90 New North Road

Huddersfield

Postcode H D 1 5 N E

Name

Address

Postcode

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### 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 As specified in the Appendix to this Form

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Particulars of a mortgage or charge



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## Mortgagee(s) or person(s) entitled to the charge

Please give the name and address of the mortgagee(s) or person(s) entitled to the charge

Name	by its joint administrators Antony Denham and Sarah Long of
Address	DL Partnership LLP, 90 New North Road, Huddersfield, West Yorkshire, HD1 5NE ("the Seller")
Postcode	
Name	
Address	
Postcode	
Name	
Address	
Postcode	
Name	
Address	
Postcode	
Name	
Address	
Postcode	
Name	
Address	
Postcode	
Name	
Address	
Postcode	
Name	
Address	
Postcode	

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Particulars of a mortgage or charge



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## Amount secured

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

Amount secured

6

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

Please give the short particulars of the property mortgaged or charged

Short particulars

**1. Fixed charges**

The Buyer creates the following mortgages and charges in favour of the Seller in order to secure the payment of the Debts.

**1 1 first fixed charges of**

1 1 1 all present and future interests of the Buyer in or over freehold or leasehold land,

1 1 2 the Buyer's goodwill,

1 1 3 the Buyer's rights and interest in intellectual property of any kind (including all related property and materials in any medium),

1 1 4 the Buyer's uncalled share capital,

1 1 5 the Buyer's rights and interest in shares and other securities,

1 1 6 the Buyer's rights and interest in contracts (including contracts of insurance),

1 1 7 those book debts transferred to the Buyer under the Sale Agreement and the Assignment of Book Debts referred to therein

**2. Floating charge**

A floating charge over all the Buyer's property and undertaking other than that which is effectively mortgaged or charged under any other provision of the Debenture

**3. Crystallisation of floating charge (by notice)**

3 1 Clauses 3 7 2 and 3 7 3 of the Debenture specify cases in which the Seller is entitled to crystallise the floating charge created under the Debenture (converting it into a fixed charge or a number of fixed charges) Crystallisation will occur when the Seller gives notice to this effect to the Buyer

3 1 1 The first case is where the Seller believes that crystallisation is necessary in order to avoid or mitigate any circumstances which could

3 1 1 1 reduce the value of all or any part of the Floating Charge Property,

3 1 1 2 have an adverse effect on all or any part of the Floating Charge Property,  
or

3 1 1 3 jeopardise the Seller's position

3 1 2 The second case is where there is an Enforcement Event other than one which results in automatic crystallisation (see Clause 3 8 of the Debenture),

3 1 2 If, at any time, the Seller crystallises the floating charge in relation to just part of the relevant Floating Charge Property, that will not prevent it exercising its power under Clause 3 7 of the Debenture (as described in paragraph 3 1) again

<b>6</b>	<b>Short particulars of all the property mortgaged or charged</b>
	Please give the short particulars of the property mortgaged or charged
Short particulars	<p><b>4. Crystallisation of floating charge (automatic)</b></p> <p>4 1 Clauses 3 8 1 to 3 8 3 of the Debenture specify cases in which the floating charge created under the Debenture will automatically crystallise (without the Seller having to give notice to the Buyer) There are other circumstances in which, by operation of law, a floating charge will crystallise</p> <p>4 1 1 The first case is where there is an Enforcement Event under Clauses 7 2 1 or 7 2 2 of the Debenture which is caused by the Buyer's failure to comply with any of the following restrictions in relation to Floating Charge Property</p> <p>4 1 1 1 Clause 4 2 of the Debenture (Prohibition on disposal of property),</p> <p>4 1 1 2 Clause 4 3 of the Debenture (Prohibition on creation of further security interests),</p> <p>4 1 1 3 Clause 4 4 of the Debenture (Prohibition on cancellation of rights),</p> <p>4 1 1 4 Clause 4 5 of the Debenture (General prohibition), or</p> <p>4 1 1 5 Clause 4 6 5 of the Debenture (Dealing with bank accounts and receivables)</p> <p>If the Enforcement Event relates to just part of the Floating Charge Property, then crystallisation will affect only that part, the rest of the Floating Charge Property will be unaffected</p> <p>4 1 2 The second case is where there is an Enforcement Event under Clause 7 2 6 of the Debenture The floating charge will crystallise over all of the Floating Charge Property</p> <p>4 1 3 The third case is where there is an Enforcement Event under Clause 7 2 7 of the Debenture If the Enforcement Event relates to just part of the Floating Charge Property, then crystallisation will affect only that part, the rest of the Floating Charge Property will be unaffected</p> <p>4 1 4 In each case, the floating charge will crystallise as soon as the relevant Enforcement Event occurs</p> <p><b>5. Continuing Security</b></p> <p>5 1 The mortgages and charges created under the Debenture constitute continuing security This means that they secure the full amount of the Debts at any time even if, at some other time</p> <p>5 1 1 the amount of the Debts has been less than the amount at the relevant time, or</p> <p>5 1 2 there have been no debts outstanding</p> <p><b>6. Full Title Guarantee</b></p> <p>Each Charge created by the Debenture by the Buyer is made with full title guarantee in accordance with the Law of Property (Miscellaneous Provisions) Act 1994</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

### 7. Further Advances

The mortgages and charges created under the Debenture together secure any further advances made by the Seller

### 8. Prohibition on disposal of property

8 1 The Buyer must not dispose of all or any part of the Charged Property or create any right or interest in relation to it (or attempt to do any of those things), whether by way of sale, lease, licence or otherwise. However, there are the following exceptions to this prohibition

8 1 1 There is an exception where such a disposal or the creation of such a right or interest is required or permitted by this Debenture

8 1 2 There is an exception where the Seller gives its prior consent

8 1 3 There are exceptions in the following circumstances for the property which is Floating Charge Property at the time of the disposal

8 1 3 1 where a disposal is made in the ordinary course of the Buyer's day to day business and on normal commercial terms, and

8 1 3 2 where property is disposed of because it is broken or no longer required (whether or not it is replaced),

the first of these exceptions does not permit factoring or any other disposal of the Buyer's book debts

8 2 The prohibition in Clause 4 2 1 of the Debenture (as described in this paragraph 8) overrides section 99 of the Law of Property Act 1925, which contains provisions about the making of leases by mortgagors

### 9. Prohibition on creation of further security

9 1 Apart from the mortgages and charges created under the Debenture, the Buyer must not create any security or similar interest in respect of the Charged Property (or attempt to do so) and it must not permit any such interest to exist. However, there are the following exceptions to this prohibition

9 2 There is an exception where such an interest is required or permitted by the Debenture

9 3 There is an exception where the Seller gives its prior consent

9 4 There is an exception where such an interest arises in the ordinary course of the Buyer's business, either by operation of law or by virtue of a retention of title clause, and is subsequently discharged in the ordinary course of the Buyer's business

### 10. Prohibition on cancellation of rights

10 1 The Buyer must not cancel, waive or vary its rights (or allow them to lapse) in respect of all or any part of the Charged Property and it must not permit any other person to do so. However, there are the following exceptions to this prohibition

<b>6</b>	<b>Short particulars of all the property mortgaged or charged</b>																			
	Please give the short particulars of the property mortgaged or charged																			
Short particulars	<p>10 1 1 There is an exception where such action is required or permitted by the Debenture</p> <p>10 1 2 There is an exception where the Seller gives its prior consent</p> <p>10 1 3 There is an exception for property which is Floating Charge Property, where the relevant event occurs in the ordinary course of the Buyer's day to day business</p> <p>10 2 The prohibition in Clause 4 4 1 of the Debenture (as described in paragraph 9 1 above) overrides section 100 of the Law of Property Act 1925, which contains provisions about mortgagors' acceptance of the surrender of leases</p> <p><b>11. Definitions and Construction</b></p> <p>Capitalised terms used in this part 6 are defined in the Appendix to this form</p> <p><b>APPENDIX</b></p> <p><b>12. Definitions:</b></p> <p>In this form and its Appendices the following definitions apply</p> <table border="0"> <tr> <td>"Assignment of Book Debts"</td> <td>An assignment of book debts entered into by the Seller and the Buyer on 1 September 2011 pursuant to the sale agreement</td> </tr> <tr> <td>"Buyer"</td> <td>Essential Management Services Yorkshire Limited</td> </tr> <tr> <td>"Charged Property"</td> <td>at any time, all property which is at that time the subject of any mortgage or charge created under the debenture</td> </tr> <tr> <td>"Debts"</td> <td>all amounts required to be paid by the Buyer to the Seller now or in the future under the Sale Agreement</td> </tr> <tr> <td>"Enforcement Events"</td> <td>are the events and circumstances listed in Clause 7 2 of the Debenture</td> </tr> <tr> <td>"Floating Charge Property"</td> <td>at any time, all property which is at that time the subject of the floating charge created under the Debenture</td> </tr> <tr> <td>"Land"</td> <td>any estate or interest in real property and any related rights</td> </tr> <tr> <td>"Sale Agreement"</td> <td>an agreement for the sale and purchase of the business assets of Peel Northern Security Recruitment &amp; Training Limited entered into by the Seller and the Buyer on 1 September 2011 and executed at the same time as the Debenture</td> </tr> <tr> <td>"Seller"</td> <td>Peel Northern Security Recruitment &amp; Training Limited acting by its joint administrators Antony Denham and Sarah Long of DL Partnership LLP of 90 New North Road, Huddersfield, West Yorkshire, HD1 5NE</td> </tr> </table>		"Assignment of Book Debts"	An assignment of book debts entered into by the Seller and the Buyer on 1 September 2011 pursuant to the sale agreement	"Buyer"	Essential Management Services Yorkshire Limited	"Charged Property"	at any time, all property which is at that time the subject of any mortgage or charge created under the debenture	"Debts"	all amounts required to be paid by the Buyer to the Seller now or in the future under the Sale Agreement	"Enforcement Events"	are the events and circumstances listed in Clause 7 2 of the Debenture	"Floating Charge Property"	at any time, all property which is at that time the subject of the floating charge created under the Debenture	"Land"	any estate or interest in real property and any related rights	"Sale Agreement"	an agreement for the sale and purchase of the business assets of Peel Northern Security Recruitment & Training Limited entered into by the Seller and the Buyer on 1 September 2011 and executed at the same time as the Debenture	"Seller"	Peel Northern Security Recruitment & Training Limited acting by its joint administrators Antony Denham and Sarah Long of DL Partnership LLP of 90 New North Road, Huddersfield, West Yorkshire, HD1 5NE
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Particulars of a mortgage or charge



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## Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

### 13. Construction

In this form and its Appendices the following applies

- 13 1 Each reference to the "Buyer" or the "Seller" includes the relevant person's successors in title, permitted assigns and permitted transferees,
- 13 2 the word "person" includes any individual, firm, company, corporation, government, state or agency of a state or any association, trust or partnership (whether or not it has separate legal personality),
- 13 3 where something (or a list of things) is introduced by the word "including" or by the phrases "in particular", or is followed by the phrase "or otherwise", the intention is to state an example (or examples) and not to be exhaustive (and the same applies when other similar words or phrases are used),
- 13 4 unless the Debenture expressly states otherwise or the context requires otherwise (a) each reference in the Debenture to any provision of any statute or of any subordinate legislation means, at any time, the relevant provision as in force at that time (even if it has been amended or re-enacted since the date of the Debenture) and (b) each reference in the Assignment to any provision of any statute at any time includes any subordinate legislation made pursuant to or in respect of such provisions as in force at such time (whether made before or after the date of the Debenture and whether amended or re-enacted since the date of the Debenture),
- 13 5 each reference to the Debenture (or to any other agreement, instrument or deed) means, at any time, the Debenture (or as applicable such other agreement, instrument or deed) as amended, novated, supplemented, extended, or restated, at that time, provided that the relevant amendment, novation, supplement, extension, substitution or restatement does not breach any term of the Debenture, and

references to any mortgage or charge "created by the Debenture" are to be deemed to include any such mortgages or charges created, constituted, given, made or extended by, under or pursuant to the Debenture

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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

NIL

### 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  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

RDK JMS DLP1-2

Company name

Armitage Sykes LLP

Address

72 New North Road

Huddersfield

Post town

County/Region

Postcode

H D 1 5 N W

Country

DX 711270 HUDDERSFIELD 9

Telephone

01484 538121



### 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. 7736033  
CHARGE NO. 1**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES  
HEREBY CERTIFIES THAT A DEBENTURE DATED 1  
SEPTEMBER 2011 AND CREATED BY ESSENTIAL  
MANAGEMENT SERVICES YORKSHIRE LIMITED FOR  
SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE  
COMPANY TO PEEL NORTHERN SECURITY RECRUITMENT &  
TRAINING LIMITED (ACTING BY ITS JOINT ADMINISTRATORS  
ANTONY DENHAM AND SARAH LONG 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  
SEPTEMBER 2011

GIVEN AT COMPANIES HOUSE, CARDIFF THE 21 SEPTEMBER  
2011



*Companies House*  
— for the record —



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES