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legibly, preferably
in black type, or
bold block lettering*insert full name
of Company

COMPANIES FORM No. 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.

Pursuant to section 395 of the Companies Act 1985

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

For official use

Company number

13

03894588

Name of company

* Children First Fostering Agency Limited (the "Chargor")

Date of creation of the charge

16/04/09

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

Type
Guarantee and debenture in support of a loan note instrument dated
16/04/09 (the "Debenture") and entered into between (1) the Chargor and
other charging companies and (2) Sovereign Capital Limited Partnership II
(the "Security Trustee")

Amount secured by the mortgage or charge

See Rider 1

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

Sovereign Capital Limited Partnership II of 25 Buckingham Gate, London.

Postcode SW1E 6LD

Presenter's name address and
reference (if any):CMS Cameron McKenna LLP
Mitre House
160 Aldersgate Street
London
EC1A 4DD

Ref: 127120.00003/FREW

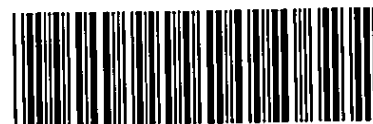
Time critical reference

For official Use (06/2005)

Mortgage Section

Post room

WEDNESDAY



LD4

L6XV09F7

29/04/2009

286

COMPANIES HOUSE

Please return via
CH London Counter

395

Short particulars of all the property mortgaged or charged

See Rider 2

Please do not
write in
this margin

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

Particulars as to commission allowance or discount (note 3)

N/A

Signed

CMS CAMERON MCKENNA

Date

28/04/09

On behalf of ~~XXXXXX XXXXXX~~ (chargee) †

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

† delete as
appropriate

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 must be made payable to **Companies House**.
- 6 The address of the Registrar of Companies is: Companies House, Crown Way, Cardiff CF14 3UZ

Form M395

Company Name: Children First Fostering Agency Limited

Company Number: 03894588

Amount secured by the mortgage or charge

RIDER 1

All monies, obligations and liabilities now or at any time in the future due, owing or incurred to the Security Beneficiaries (or any of them) or to the Security Trustee from or by any Charging Company (including the Chargor) pursuant to or in respect of the Notes (or any of them) when the same become due for payment or discharge, whether by acceleration or otherwise, and whether such monies obligations or liabilities are express or implied, present or future, actual or contingent, joint or several, incurred as principal or surety and whether originally owing to the Security Beneficiaries or any of them or to the Security Trustee or purchased or otherwise acquired by it or any of them and whether denominated in sterling or in any other currency, or incurred on any banking account or in any other manner whatsoever and all other amounts payable by any Charging Company under the Debenture (together the "**Secured Obligations**").

Form M395

Company Name: Children First Fostering Agency Limited

Company Number: 03894588

Particulars of all the property mortgaged or charged

RIDER 2

- 1.1 Subject to the Intercreditor Deeds, the Chargor and each of the Charging Companies with full title guarantee charges to the Security Trustee as trustee for the Security Beneficiaries by way of fixed charge (and as regards all those parts of the freehold and leasehold property in England and Wales now vested in the Chargor and each of the Charging Companies by way of legal mortgage) as a continuing security for the payment and discharge of the Secured Obligations the following assets, both present and future, from time to time owned by the Chargor or in which the Chargor may from time to time have an interest:
- 1.1.1 all freehold and leasehold property of the Chargor (including without limitation the property specified in Schedule 1 of the Debenture) and all liens, charges, options, agreements, rights and interests in or over land or the proceeds of sale of land and all buildings, fixtures (including trade fixtures) and fixed plant and machinery from time to time on such property or land together with all rights easements and privileges appurtenant to or benefiting the same;
 - 1.1.2 all plant, machinery (other than that charged by paragraph 1.1.1 above) vehicles, computers and office and other equipment and the benefit of all contracts and warranties relating to the same;
 - 1.1.3 all stocks, shares, bonds and securities of any kind whatsoever whether marketable or otherwise and all other interests (including but not limited to loan capital) in any person including 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 accruing or offered at any time by way of conversion, redemption, bonus, preference, option, dividend, distribution, interest or otherwise in respect of them;
 - 1.1.4 (subject, in the case of any monies held in, or sums standing to the credit of, the Collections Account, to clause 8 of Debenture) the Receivables;
 - 1.1.5 all its rights, title and interest in and to cash at bank and (if different) any amount from time to time standing to the credit of any bank or other account with any Security Beneficiary or the Security Trustee or with any other bank, financial institution or person (including, without limitation but subject to clause 8 if the Debenture the Collections Account);
 - 1.1.6 the Insurances and all proceeds of the Insurances;
 - 1.1.7 all uncalled capital and the goodwill of the Chargor now or at any time in the future in existence;
 - 1.1.8 the benefit of all representations, undertakings, warranties and indemnities granted in favour of the Chargor under or pursuant to any acquisition documents and the right to recover and receive all damages and/or compensation which may be payable to it in respect of them; and

1.1.9 Intellectual Property.

- 1.2 Each Chargor and each of the Charging Companies with full title guarantee charges to the Security Trustee as trustee for the Security Beneficiaries by way of floating charge as a continuing security for the payment and discharge of the Secured Obligations its undertaking and all its property, assets and rights whatsoever and wheresoever, both present and future, but excluding any property or assets from time to time or for the time being effectively charged to the Security Trustee by way of fixed charge pursuant to paragraph 1.1.
- 1.3 The charges created by paragraph 1.1 and 1.2 of this Form 395 shall be first charges but for the Existing Charge(s).
- 1.4 As further security for the payment of the Secured Obligations, the Chargor assigns absolutely to the Security Trustee as trustee for the Security Beneficiaries all its right, title and interest in the Receivables (subject to clause 8 of the Debenture) and the Assigned Agreements and Insurances, provided that on payment or discharge in full of the Secured Obligations the Trustee will at the request and cost of the Chargor reassign the Receivables, Assigned Agreements and Insurances.
- 1.5 Each of the charges referred to in paragraph 1.1 above shall be read and construed as, and deemed to be, separate charges over each of the items mentioned in paragraphs 1.1.1 to 1.1.9 (inclusive) of this Form 395, so that each item mentioned in each paragraph and each item forming any constituent element of the Receivables, the Insurances and the Intellectual Property shall be deemed to be subject to a separate charge. Without prejudice to the generality of the previous sentence if any such item shall be found to be subject to a floating charge and not to a fixed charge, such finding shall not of itself result in any other such item being deemed to be subject to a floating charge (as opposed to a fixed charge).
- 1.6 Paragraph 14 of schedule B1 to the Insolvency Act 1986 applies to the floating charge created by paragraphs 1.2 of this Form 395 which floating charge is accordingly a qualifying floating charge for such purposes.

NOTES

A. The Debenture contains the following covenants:

1. Negative Pledge

Subject to the Intercreditor Deeds, the Chargor covenants that it will not without the prior consent in writing of the Security Trustee:

(save in relation to Receivables to the extent permitted or required pursuant to clause 8 of the Debenture) dispose of, factor, discount, assign or in any other manner deal with, or create, or attempt to create, or permit to subsist or arise any Encumbrance (except a Permitted Encumbrance) on or over, the Receivables or any part of the Receivables, or release, set off or compound them; and

create or attempt to create or permit to subsist in favour of any person other than the Security Trustee any Encumbrance (except Permitted Encumbrances);

2. Restriction on Disposals

Subject to the Intercreditor Deeds, the Chargor covenants that it will not without the prior consent in writing of the Security Trustee dispose of the Charged Assets or any part of them or attempt or agree so to do, except in relation to Receivables to the extent permitted pursuant to clause 8 of the Debenture and except for Floating Charge Assets which may (subject to the other provisions of the Debenture and in

particular but without limitation subject to the provisions of clause 8 of the Debenture) be sold at full market value in the usual course of trading as now conducted and for the purpose of carrying on the Chargor's business.

B. Definitions

All defined terms and expressions used in this Form 395 shall, if not otherwise defined, have the following meanings and any terms not herein defined shall have the meaning given to such term in the Debenture.

"Assigned Agreements": any agreement which the Security Trustee may from time to time designate as such by notice in writing to the Charging Companies;

"Collateral Instruments": negotiable and non negotiable instruments, guarantees, indemnities and other assurances against financial loss and any other documents or instruments which contain or evidence an obligation (with or without security) to pay, discharge or be responsible directly or indirectly for any liabilities of any person and including without limitation any document or instrument creating or evidencing an Encumbrance;

"Collections Account": is as defined in clause 8 (Debts and Credit Balances) of the Debenture;

"Company": NFA Partnerships Limited (company number 06158787);

"Charging Companies": the Initial Charging Companies and any person which accedes to the terms of the Debenture pursuant to the terms of a duly executed Deed of Accession, each being a **"Charging Company"**;

"Deed of Accession": a deed of accession to this Debenture in the form set out in Schedule 6 of the Debenture;

"Encumbrance": any mortgage, charge, assignment for the purpose of security, pledge, lien, right of set-off, arrangement for retention of title, or hypothecation or trust arrangement for the purpose of, or which has the effect of, granting security, or other security interest of any kind whatsoever and any agreement, whether expressed to be conditional or otherwise, to create any of the same or any agreement to sell or otherwise dispose of any asset on terms whereby such asset is or may be leased to or re-acquired or acquired by the person so agreeing or disposing;

"Existing Charge(s)": the Encumbrances existing or to come into existence on or shortly after the date of the Debenture brief particulars of which are set out in Part 2 of Schedule 3 of the Debenture but only to the extent specified in Part 2 of Schedule 3 of the Debenture;

"Finance Documents": the Debenture, the Loan Note Instrument, the Notes and any document, certificate or instrument executed in connection therewith or pursuant to those documents, or any other document specified as such by the Company and the Security Trustee;

"Floating Charge Assets": those assets of any Charging Company from time to time subject to a floating charge pursuant to the Debenture;

"Initial Charging Companies": means the companies listed in Schedule 1 of the Debenture.

"Insurances": all policies of insurance either now or in the future held by or written in favour of any Charging Company or in which any Charging Company is otherwise interested but excluding any third party liability or public liability insurance and any directors or officers insurance;

“Intellectual Property”: all patents (including applications, improvements, prolongations, extensions and rights to apply for them in any part of the world) designs (whether registered or unregistered) copyrights, design rights, trade marks and service marks (whether registered or unregistered) utility models, trade names, business names, domain names and brand names, knowhow, formulae, confidential information, trade secrets, computer software programs and systems and any similar rights existing in any country (including the benefit of any licences or consents relating to any of the above) and all fees, royalties or other rights derived from them or incidental to them in any part of the world;

“Intercreditor Deeds”: means:

- (a) the intercreditor deed dated on or around the date of the Debenture between (inter alia) NFA Partnerships, Sovereign Capital Limited Partnership II, AIB Group (UK) plc, and Children First Fostering Agency Limited;
- (b) the intercreditor deed dated on or around the date of the Debenture between (inter alia) NFA Partnerships, Sovereign Capital Limited Partnership II, AIB Group (UK) plc, and Alliance Foster Care Limited; and
- (c) the intercreditor deed dated 22 April 2009 between (inter alia) NFA Partnerships, Sovereign Capital Limited Partnership II, AIB Group (UK) plc, and Alpha Plus Fostering Limited.

“Loan Note Instrument”: the instrument dated 19 March 2009 executed by the Company constituting the Notes;

“Noteholders”: holders from time to time of the Notes;

“Notes”: the series A fixed rate secured non-QCB loan stock of £3,737,801 of the Company constituted by the Loan Note Instrument or as the case may be the principal amount from time to time issued and paid up and outstanding, and “principal amount” shall be construed accordingly;

“Permitted Encumbrances”:

- (a) any lien for taxes of any kind either not yet assessed or, if assessed, not yet due and payable or being contested in good faith by appropriate proceedings (and for the payment of which adequate reserves have been provided by the relevant Charging Company);
- (b) any lien arising in the ordinary course of business by statute or by operation of law, in any case in respect of any monies:
 - (i) which are not yet due and payable;
 - (ii) which have become due and payable, to the extent that the payment of such monies is the subject of a dispute which the relevant Charging Company is conducting in good faith, if necessary by appropriate proceedings;
 - (iii) any rights by way of reservation or retention of title which are required by the supplier of any property to the relevant Charging Company in the normal course of such supplier's business;
 - (iv) any security interest arising under the Finance Documents;
 - (v) the Existing Charges;

“Receivables”: in respect of each Charging Company:

- (c) all present and future book debts and other debts, rentals, royalties fees, VAT and monetary claims and all other amounts recoverable or receivable by the Chargor from other persons or due or owing to the Chargor (whether actual or contingent and whether arising under contract or in any other manner whatsoever);
- (d) the benefit of all rights and remedies relating to any of the items in (a) above including, without limitation, claims for damages and other remedies for non-payment of the same, all entitlements to interest, negotiable instruments, guarantees, indemnities, Encumbrances, Collateral Instruments, reservations of property rights, rights of tracing and unpaid vendor's liens and similar associated rights; and
- (e) all proceeds of any of the items listed in (a) or rights and remedies in (b) above;

“Security Beneficiaries”: the Security Trustee and the Noteholders;



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

**COMPANY NO. 3894588
CHARGE NO. 3**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A GUARANTEE AND DEBENTURE IN
SUPPORT OF A LOAN NOTE INSTRUMENT DATED 16 APRIL
2009 AND CREATED BY CHILDREN FIRST FOSTERING AGENCY
LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME
DUE FROM ANY CHARGING COMPANY TO THE SECURITY
BENEFICIARIES (OR ANY OF THEM) OR TO THE SECURITY
TRUSTEE ON ANY ACCOUNT WHATSOEVER 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
29 APRIL 2009

GIVEN AT COMPANIES HOUSE, CARDIFF THE 2 MAY 2009



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES