

MG01

Particulars of a mortgage or charge

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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 re-
register particulars of a charge for a S
company. To do this, please use
form MG01s.

TUESDAY



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02/11/2010

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COMPANIES HOUSE

Company details

Company number 03894588

Company name in full Children First Fostering Agency Limited

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 *

Date of creation of charge

Date of creation 28/10/2010

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 dated 28 October 2010 and made between NFAP Partnerships Limited, NFAP Limited, Children First Fostering Agency Limited, Alliance Foster Care Limited, Alpha Plus Fostering Limited and Jay Fostering Limited (each a "Company" and together the "Companies") (1) and Lloyds TSB Bank plc as agent and trustee for the Finance Parties (as defined in the Credit Agreement) (the "Security Agent") (the "Debenture")

Amount secured

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

Amount secured 1 Each Company irrevocably and unconditionally covenants with the Security Agent to pay to the Security Agent (as agent and trustee for the Finance Parties) or discharge on demand all money, debts, obligations and liabilities from time to time due, owing or incurred by the Companies or any of them to any Finance Party or their assignee or successor on any current or other account whatever or otherwise in any manner whatever, in each case under each Finance Document to which such Company is a party, as amended, varied, restated, supplemented, substituted, replaced or novated (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) whether express or implied; (f) in whatever name, form or style; (g) in whatever currency it is denominated, (h) whether originally owing to the Finance Party or purchased or otherwise acquired by the Finance Party, its assignee or successor, or (i)

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

MG01**Particulars of a mortgage or charge****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 Lloyds TSB Bank plc (as agent and trustee for the Finance

Address Parties (as such term is defined in the Credit Agreement)

25 Gresham Street, London

Postcode E C 2 V 7 H N

Name

Address

Postcode

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 The Security Interest created under the Debenture is continuing security for the payment and discharge of the Secured Liabilities and is created in favour of the Security Agent as agent and trustee, and the Security Agent holds the benefit of the Debenture on trust for the Finance Parties

2 Each Company charges, with full title guarantee, by way of first legal mortgage, all the property short particulars of which are set out in Schedule 2 (The Scheduled Property) of the Debenture (if any), including, without limitation, all assets of whatsoever nature, apart from land and buildings, forming part of any freehold or leasehold property owned by any Company and deemed by law to be immovable property other than tenant's fixtures (the "Fixtures") on such property, all proceeds and rights of sale and insurance derived from such property and the benefit of all covenants to which the relevant Company is entitled in respect of such property, all of which are now or at any time after the date of the Debenture become the property of the Company (the "Scheduled Property") and all of any Company's rights, title and interest from time to time in any lease, licence or occupational right whatsoever together with the entire benefit of each Company'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 a Company or any person deriving title from a Company 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 a Company has an interest) (the "Rights") relating to the Scheduled Property.

3. Each Company charges, with full title guarantee, by way of first fixed charge, the Property (except the Scheduled Property validly charged in Clause 2 above and all Rights relating to such Property

4 Each Company assigns, with full title guarantee, by way of absolute legal assignment, the Specified Contracts together with.

(a) all contracts, guarantees, appointments, warranties and other documents to which it is a party or in its favour or of which it has the benefit relating to any letting, development, sale, purchase or the operation of any Property;

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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

N/A

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).

Signature

Please sign the form here

Signature

Signature

X *Osborne Arnold*

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

Victoria Clarke

Company name

Osborne Clarke

Address

Apex Plaza

Forbury Road

Reading

Post town

County/Region

Postcode

R G I I A X

Country

DX

Telephone

0118 9592848

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 or email 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

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Particulars of a mortgage or charge



| | Amount secured |
|----------------|---|
| | Please give us details of the amount secured by the mortgage or charge |
| Amount secured | <p>otherwise, including, without limitation: (a) all liabilities under or in connection with foreign exchange transactions, interest rate swaps and other arrangements entered into for the purpose of limiting exposure to fluctuations in interest or exchange rates; (b) all liabilities arising from the issue, acceptance, endorsement, confirmation or discount of any negotiable instruments, notes, bills, bonds, guarantees, indemnities, documentary or other credits or any instruments of any kind from time to time entered into by the Finance Party for or at the request of a Company; and (c) interest (which will accrue after as well as before any judgment) to the date of payment at such rates and upon such terms as may from time to time be agreed and all commission, fees and other charges and all legal and other costs, charges and expenses on a full and unqualified indemnity basis which are incurred by the Finance Party in connection with the Secured Liabilities or generally in respect of the Company or the Transaction Security Documents (including, without limitation, legal fees) on a full indemnity basis, but excluding any obligation which, if it were included, would result in this Debenture contravening Section 678 of the Companies Act 2006 (the "Secured Liabilities") when the Secured Liabilities become due.</p> <p>2. As a separate and independent stipulation and without prejudice to any other provision of the Debenture, each Company irrevocably and unconditionally covenants with the Security Agent that it shall indemnify and keep indemnified the Finance Parties on demand by the Security Agent (and on a full indemnity basis) from and against all and any costs (including legal costs), charges, losses, expenses and damages incurred by the Finance Parties or any of them as a result of any failure by any Company to pay to the Finance Parties or discharge on demand all the Secured Liabilities when the Secured Liabilities become due or as a result of any of the Secured Liabilities being or becoming void, voidable, unenforceable or ineffective for any reason whatsoever.</p> <p>3 Each Company gives the covenants in this Clause jointly and severally with the other Companies.</p> <p>Notes</p> <p>Further Assurance</p> <p>Each Company shall at any time if required by the Security Agent and at such Company's own expense:</p> <p>(a) execute and deliver to the Security Agent such further legal or other mortgages,</p> |

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Particulars of a mortgage or charge



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 | |
| Address | |
| Postcode | |
| Name | |
| Address | |
| Postcode | |
| Name | |
| Address | |
| Postcode | |
| Name | |
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| Postcode | |
| Name | |
| Address | |
| Postcode | |
| Name | |
| Address | |
| Postcode | |

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Particulars of a mortgage or charge



| Amount secured | |
|---|--|
| Please give us details of the amount secured by the mortgage or charge. | |
| Amount secured | <p>charges, assignments, securities, authorities, documents, acts and things as the Security Agent in its discretion may require of the whole or such part of the Assets as the Security Agent may specify, in such form as the Security Agent in its discretion may require, to secure the payment or discharge of the Secured Liabilities or to vest the whole or such part of the Assets in the Security Agent, its nominee, any receiver appointed pursuant to the Debenture, including, for the avoidance of doubt, a receiver and manager, a manager or an administrative receiver (a "Receiver") or in any purchaser from the Security Agent or a Receiver or to perfect or protect the mortgages, charges and assignments created by the Debenture, and</p> <p>(b) pending the execution and delivery of any such assignments, hold such Assets upon trust for the Security Agent or in any other manner required by the Security Agent subject to the provisions of the Debenture</p> <p>Negative pledge - Dealings With Charged Property</p> <p>(a) No Company shall, without the express prior written consent of the Security Agent</p> <p>(i) sell, convey, assign, transfer, factor, lease or otherwise dispose of, nor agree to convey, assign, transfer, factor, lease or otherwise dispose of the whole or any part of the Charged Property or their rights in and to the Charged Property (except in favour of the Security Agent), (ii) create or attempt to create or permit any trust agreement, declaration of trust, or trust arising by operation of law over all or any of the Charged Property (except in favour of the Security Agent), (iii) permit or agree to any variation of the rights attaching to the whole or any part of the Charged Property, (iv) do, cause or permit to be done anything which may, in the opinion of the Security Agent, in any way depreciate, jeopardise or otherwise prejudice the value to the Security Agent (whether monetary or otherwise) of the whole or any part of the Charged Property, (v) release, exchange, compound, set-off, grant time or indulgence in respect of, or in any other manner deal with, all or any of the Book Debts (save as expressly provided in the Debenture), nor (vi) take any steps for the appointment of an administrator without first giving to the Security Agent 5 Business Days' notice of intention to do so</p> <p>Negative pledge - security</p> <p>(a) No Company shall, without the express prior written consent of the Security Agent (i) create, nor purport to create, nor permit to subsist any Security Interest (other than Permitted Security (as such term is defined in the Credit Agreement)) over any of its assets; (ii) sell, transfer or otherwise dispose of any of its assets on terms whereby they are or will be leased to or re-acquired by an Obligor or any other member of the Group, (iii) sell, transfer or otherwise dispose of any of its receivables on recourse terms, (iv) enter into any arrangement under which money or the benefit of a bank or other account may be applied, set-off or made subject to a combination of accounts,</p> <p>(b) nor enter into any other preferential arrangement having a similar effect in circumstances where where the arrangement or transaction is entered into primarily as a method of raising Financial Indebtedness (as defined in the Credit Agreement) or of financing the acquisition of an asset</p> |

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Particulars of a mortgage or charge



| | Short particulars of all the property mortgaged or charged |
|-------------------|--|
| | Please give the short particulars of the property mortgaged or charged. |
| Short particulars | <p>(b) all agreements entered into by it or of which it has the benefit under which credit of any amount is provided to any person; and</p> <p>(c) all contracts for the supply of goods and/or services by or to it or of which it has the benefit (including, without limitation, any contracts of hire or lease of chattels), including, in each case, but without limitation, the right to demand and receive all moneys whatsoever payable to or for its benefit under or arising from any of them, all remedies provided for in any of them or available at law or in equity in relation to any of them, the right to compel performance of any of them and all other rights, interests and benefits whatsoever accruing to or for its benefit arising from any of them</p> <p>5. Each Company charges, with full title guarantee, by way of first fixed charge, (a) all book and other debts in existence from time to time (including, without limitation, any sums whatsoever owed by banks or similar institutions), both present and future, due, owing to or which may become due, owing to or purchased or otherwise acquired by any Company, and (b) the benefit of all rights whatsoever relating to the debts referred to above including, without limitation, any related agreements, documents, rights and remedies (including, without limitation, negotiable or non-negotiable instruments, guarantees, indemnities, legal and equitable charges, reservation of proprietary rights, rights of tracing, unpaid vendor's liens and all similar connected or related rights and assets) (the "Book Debts").</p> <p>6. (a) Each Company charges, with full title guarantee by way of first fixed charge, all the Intellectual Property (as such term is defined in the Credit Agreement) now or in the future owned, possessed or controlled by that Company (whether alone or with others) anywhere in the world (b) Each Company charges, with full title guarantee by way of first fixed charge, the benefit of all agreements and licences now or in the future entered into or enjoyed by or on behalf of that Company relating to the use or exploitation by or on behalf of that Company anywhere in the world of any Intellectual Property owned by others (c) Each Company charges, with full title guarantee, by way of first fixed charge, all that Company's rights now or in the future in relation to trade secrets, confidential information, and know how in any part of the world</p> <p>7. Each Company charges, with full title guarantee, by way of first fixed charge, all plant and machinery, equipment, fittings, installations and apparatus, tools, motor vehicles and all other similar assets (other than Fixtures), wherever they are situated, which are now, or at any time after the date of the Debenture become, the property of any Company (the "Plant and Machinery").</p> <p>8 (a) Each Company charges, with full title guarantee, by way of first fixed charge, the the shares listed in Schedule 3 (The Shares), if any, to the Debenture (the "Shares") (b) Each Company charges, with full title guarantee, by way of first fixed charge, all stocks, shares, loan notes, bonds, certificates of deposit, depository receipts, loan capital indebtedness, debentures or other securities from time to time legally or beneficially owned by or on behalf of the Company, including, without limitation, any of the same specified in Schedule 3 (The Shares) of the Debenture, together with all property and rights of the Company in respect of any account held by or for it as participant, or as beneficiary of a nominee or trustee participant, with any clearance or settlement system or depository or custodian or sub-custodian or broker in the United Kingdom or elsewhere (the "Securities"). (c) Each Company charges, with full title guarantee, by way of first fixed charge, all all stocks, shares, warrants or other securities, rights, dividends, interest or other property</p> |

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Particulars of a mortgage or charge



Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged.

Short particulars

accruing, offered, issued or deriving at any time by way of dividend, bonus, redemption, exchange, purchase, substitution, conversion, consolidation, subdivision, preference, option or otherwise attributable to any of the Securities, Shares or any Derivative Assets previously described (the "**Derivative Assets**") of a capital nature.

(d) Each Company charges, with full title guarantee, by way of first fixed charge, all Derivative Assets of an income nature

9. Each Company charges, with full title guarantee, by way of first fixed charge, all present and future bank accounts, cash at bank and credit balances of that Company (excluding those arising on fluctuating accounts) with any bank or other person and all rights relating to or attaching to them (including the right to interest).

10. Each Company charges, with full title guarantee, by way of first fixed charge, all the goodwill and uncalled capital for the time being of that Company.

11 (a) Each Company charges, with full title guarantee, by way of first fixed charge, all present and future insurances in respect of any Fixed Charge Assets and the proceeds of such insurances.

(b) Each Company charges, with full title guarantee, by way of first fixed charge, all other present and future insurances and the proceeds of such insurances.

(c) Each Company charges, with full title guarantee, by way of first fixed charge, the benefit of all warranties, instruments, guarantees, charges, pledges, and other security and all other rights and remedies available to that Company in respect of any Fixed Charge Asset.

12. Each Company charges, with full title guarantee, by way of absolute legal assignment, the benefit of the Hedging Agreements (as such term is defined in the Credit Agreement)

13 (a) Each Company charges, with full title guarantee, by way of absolute legal assignment, all rights, money or property accruing or payable to that Company now or in the future under or by virtue of a Fixed Charge Asset, except to the extent such rights, money or property are for the time being effectively charged under the provisions of Clauses 1 to 11 (inclusive) above ("**the Accruals**")

(b) Each Company charges, with full title guarantee, by way of first fixed charge, that Company's rights now or hereafter to recover any VAT on any supplies made to it relating to the whole of the property or undertaking (including uncalled share capital) which is or may from time to time be comprised in the property and undertaking of each of the Companies (the "**Assets**") any tax refund, rebate or repayment, and any sums so recovered ("**the VAT Accruals**")

14. (a) Each Company charges, with full title guarantee, by way of first floating charge, all the undertaking and assets of that Company whatsoever, wherever situate, whether movable, immovable, present or future, including, without limitation, its uncalled capital for the time being and all the undertaking and assets of that Company referred to above which are, for any reason, not validly charged or assigned pursuant to Clauses 1 to 12 (inclusive) above

(b) The floating charge created by the Debenture is a qualifying floating charge for the purpose of paragraph 14 of Schedule B1 to the Insolvency Act

15. The assignments set out in Clauses 3, 11 and 12 are absolute assignments for the purposes of section 136 Law of Property Act 1925 and are not made by way of charge only.

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Particulars of a mortgage or charge



| Amount secured | Amount secured |
|----------------|---|
| | Please give us details of the amount secured by the mortgage or charge |
| Amount secured | <p><u>Definitions</u></p> <p>"Charged Property" means the whole or any part of the property, assets, income and undertaking of each of the Companies from time to time mortgaged, charged or assigned, or purported to be mortgaged, charged or assigned to the Security Agent pursuant to the Debenture, including, where the context permits, the proceeds of sale or realisation thereof.</p> <p>"Credit Agreement" means the credit agreement dated 28 October 2010 and made between (amongst others) NFAP Limited and the Facility Agent (as defined therein).</p> <p>"Finance Documents" has the meaning given in the Credit Agreement.</p> <p>"Fixed Charge Asset" means an asset for the time being comprised within a mortgage, fixed charge or assignment by way of security created by Clause 4 (Security) of the Debenture, or (with effect from the date of its creation) any security created pursuant to Clause 7 (Further Assurance) of the Debenture</p> <p>"Property" means all estates and other interests in any freehold, leasehold or other immovable property (including, without limitation, all Fixtures on such property), but excluding any interest in land in Scotland, which are now, or at any time after the date of the Debenture become, the property of a Company, all proceeds of sale derived from such property and the benefit of all covenants to which a Company is entitled in respect of such property, and "Properties" shall be construed accordingly</p> <p>"Security Interests" means a mortgage, charge, pledge, lien or other security interest securing any obligation of any person or any other agreement or arrangement having a similar effect.</p> <p>"Specified Contracts" means each of the contracts specified in Schedule 4 (Specified Contracts) of the Debenture and any other contract designated as a "Specified Contract" in writing by the Security Agent and a Company.</p> |



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

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

COMPANY NO. 3894588
CHARGE NO. 4

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A DEBENTURE DATED 28 OCTOBER
2010 AND CREATED BY CHILDREN FIRST FOSTERING AGENCY
LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME
DUE FROM THE COMPANIES OR ANY OF THEM TO ANY
FINANCE PARTY OR THEIR ASSIGNEE OR SUCCESSOR 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 2 NOVEMBER
2010

GIVEN AT COMPANIES HOUSE, CARDIFF THE 2 NOVEMBER
2010

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Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES