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COMPANIES FORM No. 395

170194/13.

Particulars of a mortgage or charge

395

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

CHFP025

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



05148271

Name of company

* Growing Older With Learning Disability Limited (the "Chargor")

Date of creation of the charge

19 October 2007

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

Debenture between amongst others (1) the Chargor, and (2) Bank of Scotland PLC ("BoS") dated 19 October 2007 (the "Debenture")

Amount secured by the mortgage or charge

Any obligation and liability whatsoever for the payment or repayment of money in any currency, whether present or future, actual or contingent, joint or several, whether incurred as principal or surety or in any other way whatever, and including principal, interest, commission, fees and other charges on a full indemnity basis covenanted to be paid or discharged by the Chargor to BoS (the "Secured Liabilities")

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

Bank of Scotland PLC, The Mound, Edinburgh

Postcode EH1 1YZ

Presentor's name address and
reference (if any)

Nabarro

Lacon House
84 Theobald's Road
London
WC1X 8RW

Ref AA/GGL/SAP/B0125-01501

Time critical reference

For official Use (06/2005)
Mortgage Section

Post room

THURSDAY



A09

A9H1KUAP

01/11/2007

COMPANIES HOUSE

198

Short particulars of all the property mortgaged or charged

Please see the attached continuation sheet

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)

Nil

Signed Nebanno (SAP)

Date 29/10/07

On behalf of ~~XXXXXXXXXXXXXXXXXX~~ [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

M395 Particulars of Mortgage or Charge Continuation Sheet

Company Growing Older With Learning Disability Limited

Company Number: 05148271

1 Short particulars of all the property charged

- 1 1 The Chargor, with full title guarantee, as continuing security for the payment or discharge of all Secured Liabilities, charged to the Security Trustee
- (a) subject to the Lessor's consent, by way of legal mortgage, all Land in England and Wales now vested in it and registered at the Land Registry as described beside each relevant Chargor in Schedule 2 to the Debenture (*Land to be Mortgaged*),
 - (b) subject to the Lessor's consent, by way of legal mortgage, all Land in England and Wales now vested in it and not registered at the Land Registry,
 - (c) by way of fixed charge
 - (i) subject to Lessor's consent, all other Land which is now, or in the future becomes, its property,
 - (ii) all interests and rights in or relating to Land or the proceeds of sale of Land now or in the future belonging to it,
 - (iii) all plant and machinery now or in the future attached to any Land which, or an interest in which, is charged by it under the preceding provisions of this paragraph 1 1,
 - (iv) all rental and other income and all debts and claims now or in the future due or owing to it under or in connection with any lease, agreement or licence relating to Land,
 - (v) all Specified Investment Securities which are now, or in the future become, its property,
 - (vi) all Derivative Rights now or in the future accruing in respect of its Specified Investment Securities,
 - (vii) where Specified Investment Securities are held in a Relevant System, all its rights against the operator of the Relevant System or any participant in respect of such Specified Investment Securities,
 - (viii) all insurance or assurance contracts or policies now or in the future held by or otherwise benefiting it which relate to Fixed Charge Assets or which are now or in the future deposited by it with the Security Trustee, together with all its rights and interests in such contracts and policies (including the benefit of all claims arising and all money payable under them including any refund of premiums),
 - (ix) all its goodwill and uncalled capital for the time being,
 - (x) all trade debts now or in the future owing to it and all proceeds thereof and the benefit of all rights relating thereto,
 - (xi) all other debts now or in the future owing to it, excluding those arising on fluctuating accounts with other members of the Group,

- (xii) the benefit of all agreements, instruments, guarantees, charges, pledges and other security and all other rights and remedies available to it in respect of any Fixed Charge Asset,
- (xiii) all its interests and rights (if any) now or in the future in or to any pension fund,
- (xiv) all rights, money or property accruing or payable to it now or in the future under or by virtue of a Fixed Charge Asset except to the extent that such rights, money or property are for the time being effectively charged by fixed charge under the foregoing provisions of this Clause 3 1,
- (xv) the benefit of all licences, consents and authorisations held in connection with its business or the use of any Asset and the right to recover and receive all compensation which may be payable in respect of them, and
- (xvi) subject to the Lessor's consent, the Lease Documents

1 2 **Creation of floating charge**

The Chargor, with full title guarantee, charged to the Security Trustee as security for the payment of all Secured Liabilities, by way of floating charge all its Assets except to the extent that such Assets are for the time being effectively charged by any fixed charge contained in Clause 3 1 (*Creation of fixed security*) of the Debenture including any Assets comprised within a charge which is reconverted under Clause 4 4 (*Reconversion*) of the Debenture provided that such Chargor shall not create any Security over any such Asset (whether having priority over, or ranking pari passu with or subject to, this floating charge) or take any other step referred to in Clause 10 (*Negative pledge and other restrictions*) of the Debenture with respect to any such Asset, and such Chargor shall not, without the consent of the Security Trustee, sell, transfer, part with or dispose of any such Asset except by way of sale in the ordinary course of its business or as otherwise expressly permitted by any of the other Finance Documents

2 **NEGATIVE PLEDGE**

2 1 Save as expressly permitted by the terms of any Finance Document, the Chargor shall not

- (a) create or attempt to create or permit to subsist any Security over any of its assets
- (b) sell, transfer or otherwise dispose of any of its assets on terms whereby they are or may be leased to or re-acquired by the Company or any other member of the Group,
- (c) sell, transfer or otherwise dispose of any of its receivables on recourse terms,
- (d) 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, or
- (e) enter into any other preferential arrangement having a similar effect,

in circumstances where the arrangement or transaction is entered into primarily as a method of raising financial indebtedness or of financing the acquisition of an asset other than permitted financial indebtedness

2 2 Clauses 10 1 1 and 10 1 2 of the Debenture do not apply to Permitted Security

3 Further assurances

The debenture contained various further provisions for the benefit of the Security Trustee

Definitions

"Assets" means in relation to a Chargor, all its undertaking, property, assets, revenues and rights of every description, or any part of them,

"Deed of Accession and Charge" means a deed of accession and charge substantially in the form of Schedule 3 of the Debenture (*Form of Deed of Accession and Charge for a New Chargor*),

"Derivative Rights" means all dividends, interest or distributions and all other rights and benefits of an income nature accruing at any time in respect of any Investment Securities,

"Finance Documents" means the Facility Agreement, this Debenture, any Deed of Accession and Charge the Subordination Deed and the Intercreditor Deed, and each Hedging Document and any other documents designated as such by the Agent and the Borrower and **"Finance Document"** means any of them,

"Fixed Charge Assets" means an Asset for the time being comprised within a mortgage or fixed charge created by Clause 3.1 of the Debenture (*Creation of Fixed Security*),

"Group" means the Chargor and its subsidiaries from time to time,

"Indebtedness" means any obligation and liability whatsoever for the payment or repayment of money in any currency, whether present or future, actual or contingent, joint or several, whether incurred as principal or surety or in any other way whatever, and including principal, interest, commission, fees and other charges on a full indemnity basis,

"Intercreditor Deed" means the deed entered into on 19 October 2007 by BoS (1), Acorn Care Acquisitions Limited amongst others (2), Alcentra Mezzanine No 1 S a r l, Alcentra Mezzanine QPAM S a r l and Shiofra 1 S a r l (3), and Alcentra Ltd (4)

"Investment Securities" means all shares, stock, debentures, debenture stock, bonds and other investments (as listed in Part II, Schedule 2 of the Financial Services and Markets Act 2000), whether certificated or uncertificated and whether in registered or bearer form, including all depository interests representing any of them and including all rights and benefits of a capital nature accruing at any time in respect of any Investment Securities by way of redemption, repayment, substitution, exchange, bonus or preference, option, rights or otherwise,

"Land" means freehold and leasehold, and any other estate in, land and (outside England and Wales) immovable property and in each case all buildings and structures upon and all things affixed to Land (including trade and tenant's fixtures),

"Property" means the freehold land known as Field House, Chesterfield Road, Alfreton DE55 7DY and registered at the Land Registry under title number DY161240,

"Receiver" means an administrative receiver, receiver and manager or other receiver appointed by BoS pursuant to the Legal Charge in respect of the Company or of all or any part of the Properties, and

"Relevant System" has the meaning given to that term by the Uncertificated Securities Regulations 2001 and includes the CREST system and also any other system or facility (whether established in the United Kingdom or elsewhere) providing means for the deposit of, and clearance of transactions in, Investment Securities,

“Secured Liabilities” means all Indebtedness covenanted to be paid or discharged by the Chargors to the Security Trustee for the Secured Finance Parties under Clause 2.1 (*Covenant to pay*),

“Security” means a mortgage, charge, pledge, lien, assignment or other security interest securing any obligation of any person or any other agreement or arrangement having a similar effect,

“Secured Finance Parties” means the Agent, the Arranger, the Security Trustee, the Lenders and the Hedging Counterparty and their respective successors and assigns,

“Security Trustee” means Bank of Scotland Plc acting as security agent and trustee for the Secured Finance Parties and includes any successor appointed by the Secured Finance Parties pursuant to the Finance Documents,

“Specified Investment Securities” means, in relation to a Chargor, all Investment Securities

(a) which now or in the future represent a holding in a Subsidiary of such Chargor or an undertaking which is its subsidiary undertaking,

(b) which are now or in the future held in the name of the Security Trustee or its nominee or to its order, or

(c) the certificates for which are now or in the future deposited by such Chargor with the Security Trustee or which, if uncertificated, are held in an escrow or other account in favour of the Security Trustee or its nominee

“Subordination Deed” means the deed entered into on 19 October 2007 by BoS and Acorn Care Acquisitions Limited amongst others (1), Alcentra Mezzanine No 1 S a r l, Alcentra Mezzanine QPAM S a r l and Shiofra 1 S a r l (2), and the investors (3)

FILE COPY



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY No 05148271

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A DEBENTURE DATED THE 19th OCTOBER 2007 AND CREATED BY GROWING OLDER WITH LEARNING DISABILITY LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO BANK OF SCOTLAND PLC ON ANY ACCOUNT WHATSOEVER WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 1st NOVEMBER 2007

GIVEN AT COMPANIES HOUSE, CARDIFF THE 6th NOVEMBER 2007

A handwritten signature in black ink, appearing to be 'R. G.' or similar.



Companies House

— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES